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**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

ISSUED TO

**NEW PARADIGM COLLEGE PREP
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF
NEW PARADIGM COLLEGE PREP**

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2014**

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to New Paradigm College Prep (the “Academy”), to be effective July 1, 2014, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- i) **Contract** means, in addition to the definitions set forth in the Code, the Terms and Conditions and the Schedules.
- j) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that

has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- k) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **Management Agreement or ESP Agreement** means an agreement as defined under section 503c of the Code, MCL 380.503c that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- o) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.

- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- r) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- s) **University Board** means the Grand Valley State University Board of Trustees.
- t) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- u) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- v) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.
- w) **University President** means the President of Grand Valley State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.5. Conflicting Contract Provisions. In the event that there is a conflict between the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections

shall occur during the Academy's hours of operation and after advance notice to the Academy.

- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. This fee shall be retained by the University Board from each state school aid payment received by the University Board for forwarding to the Academy. This fee shall compensate the University Board for issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools

Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract,

consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;

- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter Schools Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- b) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Kindergarten through Twelfth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the

Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this

Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the University Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be added to the Schedules through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Posting of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited: Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by law.

ARTICLE VIII

COMPLIANCE WITH PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate

a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 *et seq.* or any successor law.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President

the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Restated Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the President or Designee of the University after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Restated Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Restated Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Restated Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Labor and Economic Growth.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy

Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than ten (10) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the ten (10) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

(a) Termination Without Cause. Except as otherwise provided in subsections (b), (c) or (d), the University Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than ten (10) calendar months from the date of the University Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

(i) the issuance of an order by the Superintendent of Public Instruction, pursuant to Section 1280c of the Code, placing the Academy under the supervision of the State School Reform/Redesign Officer; or

(ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

(c) Automatic Termination Caused By Placement of Academy in State School Reform / Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

(d) Automatic Termination For Failure to Satisfy Requirements During the Initial Term of Contract. If the Academy fails to satisfy the requirements set forth in Section 12.14 during the initial term of Contract, then this Contract shall automatically terminate on the date set forth in Section 12.14.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; or (iv) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the University Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals set forth in this Contract;
- b) Failure of the Academy to comply with all Applicable Law;
- c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services, without first obtaining University Board approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management

agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director or other University representative, upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the CSO Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.
- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board of directors or a conservator/trustee to take over operations of the Academy. The University Charter Schools Office shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- e) Request for Revocation Hearing. The CSO Director or other University representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
 - iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
 - iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
 - v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
 - vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
 - vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO Director or other University representative shall send a copy of the Request for Revocation Hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The Request for Revocation Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the University Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a

recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel, may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the University Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

- g) University Board Decision. If the Hearing Panel's recommendation is submitted to the University Board at least fourteen (14) days before the University Board's next regular meeting, the University Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The University Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The University Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The University Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the University Board's decision shall be provided to the University Charter Schools Office, the Academy Board and the Michigan Department of Education.
- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code (“State’s Automatic Closure Notice”), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, then this Contract shall automatically be amended to eliminate the Academy’s authority to operate certain age and grade levels at the site or sites identified in the State’s Automatic Closure Notice. If the State’s Automatic Closure Notice includes all of the Academy’s existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State’s Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy’s plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in the State’s Automatic Closure Notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State’s Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.8. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280C of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy’s redesign plan prepared pursuant to section 1280C of the Code. The development of a corrective action plan under this Section 10.8 shall not in any way limit the rights of the University Board to terminate, suspend, or revoke this Contract.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.6. The University Board may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall cease. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board’s decision.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Workers’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum of one million dollars (\$1,000,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000);
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form);
- h) Umbrella with a minimum \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an “A” best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured.

The Academy shall list the University Board and the University on the insurance policies as an additional insured with primary coverage on insurance coverage listed in (b), (c), (e), and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University’s insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.4, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy

Board members hereby covenant not to sue the University Board, the University or any of its trustees, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy.

Section 11.11. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand

Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Revocation or Termination of Contract. If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties."

"Compliance with Academy's Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement."

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of an educational service provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University employee, official, or consultant, to the University.

Section 11.14. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
- (ii) Works at or is assigned to the Academy
- (iii) Has an ownership, officer, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.16. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.17. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.18. University Board Invitation to Apply to Convert Academy to School of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6e of the Code, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a School of Excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; or (ii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
Grand Valley State University
201 Front Avenue, SW., Suite 310
Grand Rapids, Michigan 49504

If to Academy:

Board President
New Paradigm College Prep
2450 S. Beatrice
Detroit, MI 48217

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. This Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior

application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6a of the Code or actions taken by the University Board as an authorizing body under Part 6a of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the ESP. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) set forth below, this Contract shall commence on July 1, 2014, and shall remain in full force and effect for seven (7) years until June 30, 2021, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on June 30, 2021, if the Academy fails to satisfy all of the following conditions:

- (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's agreements with any Educational Service Provider. The terms and conditions of the agreements must be acceptable to the University President.
- (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy's real property leases, sublease or other agreements set forth in the Schedules.
- (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board's approval and execution of any real property lease or other agreement with Educational Service Providers complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
- (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
- (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
- (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received occupancy approval

from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.
- (ix) If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2014, then this Contract is automatically terminated without further action of the parties

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.14(b), the Academy will be eligible for consideration of a new contract term.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.17, Section 11.12, and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

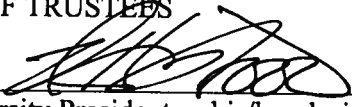
Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

[INTENTIONALLY LEFT BLANK]


As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
University President or his/her designee

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by the terms and conditions of this Contract.

NEW PARADIGM COLLEGE PREP

By: 
Academy Board President

AMENDMENT TO CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY

BETWEEN

NEW PARADIGM COLLEGE PREP

(A PUBLIC SCHOOL ACADEMY)

AND

GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES

(AUTHORIZING BODY)

In accordance with Section 9.1 of the Terms and Conditions of the Contract ("Contract") dated July 1, 2014, issued by the GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES ("University Board") to NEW PARADIGM COLLEGE PREP ("Academy"), the parties agree to the following:

1. Amend the Terms and Conditions so that Section 6.9, Age/Grade Range of Pupils Enrolled, reads as follows:
 - a. Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Pre-Kindergarten through Twelfth grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

The undersigned have read, understand and agree to comply with and be bound by the terms of and the conditions set forth in this Amendment to the Contract.

NEW PARADIGM COLLEGE PREP

By: 

Carine J. Hails

Its: Board President

Date: 5-13-14

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 

Timothy H. Wood, Ph.D.

Its: Authorized Designee

Date: 5-14-14

AMENDMENT TO CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY

BETWEEN

NEW PARADIGM COLLEGE PREP
(A PUBLIC SCHOOL ACADEMY)
AND

GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

In accordance with Section 9.1 of the Terms and Conditions of the Contract ("Contract") dated July 1, 2014, issued by the GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES ("University Board") to NEW PARADIGM COLLEGE PREP ("Academy"), the parties agree to the following:

A. The following Terms and Conditions are amended:

1. Amend Article VI, Operating Requirements, as follows:

- a. Add the following language in bold to Section 6.5. Methods of Accountability. The amended paragraph should read as follows:

"Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the **approved state standardized assessment** designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law."

- b. Add the following language in bold to Section 6.15. Matriculation Agreements. The amended paragraph should read as follows:

"Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft **and final** copy of the agreement to the University Charter Schools Office for review **and retention**."

2. Amend Article X, Termination, Suspension and Revocation, as follows:
 - a. Add the following language in bold to Section 10.5. Other Grounds for Revocation, subsection (d). The amended paragraph should read as follows:

“d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Labor and Economic Growth, Bureau of Commercial Services without first obtaining University **President or Designee** approval;”
3. Amend Article XII, General Terms, as follows:
 - a. Add the following language in bold to Section 12.14. Term of Contract. The amended paragraph should read as follows:

“Section 12.14. Term of Contract.

 - (a) Initial Term of Contract. Except as otherwise provided in Section 12.14 (b) and (c) set forth below, this Contract shall commence on July 1, 2014, and shall remain in full force and effect for seven (7) years until June 30, 2021, unless sooner terminated according to the terms hereof.
 - (b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.14(b), this Contract will terminate on **June 30, 2015**, if the Academy fails to satisfy all of the following conditions:
 - (i) The Academy shall provide to the Charter Schools Office Director a copy of the Academy’s agreements with any Educational Management Organization. The terms and conditions of the agreements must be acceptable to the University President.
 - (ii) The Academy shall provide to the Charter Schools Office Director a copy of the Academy’s real property leases, sublease or other agreements set forth in the Schedules.
 - (iii) The Academy, through legal counsel, shall provide a legal opinion to the Charter Schools Office Director confirming that the Academy Board’s approval and execution of any real property lease or other agreement with Educational Management Organization complies with the Contracts of Public Servants with Public Entities statute, MCL 15.321 et seq.
 - (iv) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of an AHERA asbestos plan and lead based paint survey for the site or sites set forth in the Schedules.
 - (v) The Academy shall provide to the Charter Schools Office Director, if applicable, a copy of a current boiler inspection/ approval for the site or sites set forth in the Schedules.
 - (vi) The Academy shall provide documentation to the Charter Schools Office Director confirming that the Academy has received

occupancy approval from the Michigan Department of Consumer and Industry Services' Office of Fire Safety for the site or sites set forth in the Schedules.

- (vii) The Academy shall provide documentation to the Charter Schools Office Director that it has obtained a short-term cash flow loan to cover the initial cost of operations for the initial academic year. The Academy shall comply with section 1225 of the Revised School Code and the Revised Municipal Finance Act with respect to approving and obtain such funds.
- (viii) Any additional financial information or documentation requested by the University President.

The Academy shall notify the Charter Schools Office in writing following completion of the conditions set forth in this Section 12.14(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.14(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.14(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

(c) Inability to Enroll Students for Classes. If the Academy, for any reason, is unable to enroll students and conduct classes by October 1, 2014, then this Contract is automatically terminated without further action of the parties."

B. The following Contract Schedule is amended:

1. Amend Contract Schedule 7-4, Methods of Accountability, by replacing the current document with the document attached under Tab A.

The undersigned have read, understand and agree to comply with and be bound by the terms of and the conditions set forth in this Amendment to the Contract.

NEW PARADIGM COLLEGE PREP

By


Carine Hails

Its Board President

Date 1-13-15

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By


Timothy H. Wood, Ph.D.

Its Authorized Designee

Date 1/21/15

Tab A

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

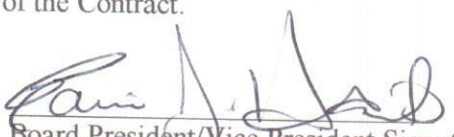
Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved state standardized assessment designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

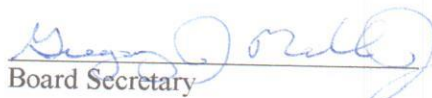
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 1-13-15


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the _____ Board of Directors at a properly noticed open meeting held on the ____ day of _____, 2013, at which a quorum was present.


Board Secretary

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 27, 2012:

Authorization of Detroit Edison Public School Academy Chadsey/Condon
6a Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Detroit Edison Public School Academy Chadsey/Condon ("Academy"), located at 4410 Porter Street, Detroit, MI 48209 submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but

not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of

Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

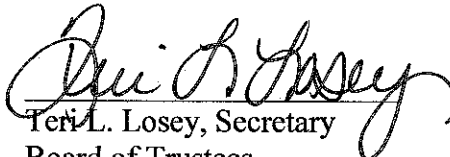
12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy’s Board of Directors for the designated term of office set forth below:

Carine J. Hails	1 year term expiring June 30, 2013
Cary M. Junior	2 year term expiring June 30, 2014
Gregory J. Maddox	2 year term expiring June 30, 2014

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents (“Contract”) to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education’s issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees’ issuance of the Contract, the Applicant, the Academy and the Academy’s Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not

responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 1st day of May 2012.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 29, 2013:

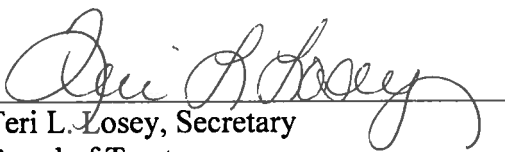
Detroit Edison Public School Academy Chadsey/Condon Name Change

WHEREAS, the Board of Trustees, at its meeting on April 27, 2012, approved the issuance of a charter contract to the Detroit Edison Public School Academy Chadsey/Condon; and

WHEREAS, Detroit Edison Public School Academy Chadsey/Condon requests a name change to New Paradigm College Prep;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Article IX of the Terms and Conditions incorporated into the Academy's Contract, the Board of Trustees approves the Academy's name change to New Paradigm College Prep.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 25th day of September 2013.


Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

NEW PARADIGM COLLEGE PREP

ID NUMBER: 71233Q

received by facsimile transmission on May 6, 2013 is hereby endorsed

Filed on May 6, 2013 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 6TH day of May, 2013.



A handwritten signature in black ink, appearing to read "A. Schefke".

**Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau**

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES

Date Received

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Karolyn A. Bignotti

Address

2600 West Big Beaver Road, Suite 300

City

Troy

State

MI

ZIP Code

48084

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:

DETROIT EDISON PUBLIC SCHOOL ACADEMY CHADSEY/CONDON

2. The identification number assigned by the Bureau is:

71233Q

3. Article _____ of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is: New Paradigm College Prep

The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

COMPLETE ONLY ONE OF THE FOLLOWING:

4. Profit or Nonprofit Corporations: For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. Profit Corporation Only: Shareholder or Board Approval

The foregoing amendment to the Articles of Incorporation proposed by the board was duly adopted on the _____ day of _____, _____, by the: (check one of the following)

- ☐ shareholders at a meeting in accordance with Section 611(3) of the Act.
- ☐ written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) of the Act. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- ☐ written consent of all the shareholders entitled to vote in accordance with Section 407(2) of the Act.
- ☐ board of a profit corporation pursuant to section 611(2) of the Act.

Profit Corporations and Professional Service Corporations

Signed this _____ day of _____, _____

By _____
(Signature of an authorized officer or agent)

(Type or Print Name)

6. Nonprofit corporation only: Member, shareholder, or board approval

The foregoing amendment to the Articles of Incorporation was duly adopted on the 15th day of January, 2013 by the (check one of the following)

Member or shareholder approval for nonprofit corporations organized on a membership or share basis

- ☐ members or shareholders at a meeting in accordance with Section 611(2) of the Act.
- ☐ written consent of the members or shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have consented in writing has been given. (Note: Written consent by less than all of the members or shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- ☐ written consent of all the members or shareholders entitled to vote in accordance with section 407(3) of the Act.

Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- ☒ directors at a meeting in accordance with Section 611(2) of the Act.
- ☐ written consent of all directors pursuant to Section 525 of the Act.

Nonprofit Corporations

Signed this 15 day of January, 2013

By Carine J. Hails
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

Carine J. Hails

(Type or Print Name)

Board President

(Type or Print Title)

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

DETROIT EDISON PUBLIC SCHOOL ACADEMY CHADSEY/CONDON

ID NUMBER: 71233Q

received by facsimile transmission on June 7, 2012 is hereby endorsed

Filed on June 8, 2012 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 8TH day of June, 2012.

Director

Bureau of Commercial Services

BCS/CD-502 (Rev.10/08)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name George P. Butler, Dickinson Wright PLLC		
Address 500 Woodward Avenue, Ste. 4000		
City	State	Zip Code
Detroit, MI	48226	
		EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

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ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Detroit Edison Public School Academy Chadsey/Condon.

The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees, ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.

ARTICLE II

The purposes for which the corporation is organized are:

1. Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

Real Property: none
- b. The description and value of its personal property assets are: (if none, insert "none")

Personal Property: none
- c. The corporation is to be financed under the following general plan:
 - a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
 - b. Federal funds.
 - c. Donations
 - d. Fees and charges permitted to be charged by public school academies.
 - e. Other funds lawfully received.
- d. The corporation is organized on a Directorship basis.

ARTICLE IV

1. The name of the resident agent at the registered office:
Ralph Bland

2. The address and mailing address of the registered office is:

New Paradigm for Education, Inc.
1903 Wilkins
Detroit, MI 48207

ARTICLE V

The name and address of the incorporator is as follows:

George P. Butler, Dickinson Wright PLLC, 500 Woodward Ave., Ste. 4000, Detroit, MI 48226

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

The members of the Academy Board shall be selected by the following method:

1. **Method of Selection and Appointment of Academy Board Members:**

- a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials

identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

- c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. **Length of Term; Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)
10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# for Quorum	# required to act
Five (5)	Three (3)	Three (3)

Seven (7)
Nine (9)

Four (4)
Five (5)

Four (4)
Five (5)

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE IX

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE X

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

ARTICLE XI

The Academy Board shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE XII

A volunteer director is not personally liable to the corporation for monetary damages for a breach of the director's fiduciary duty. This provision shall not eliminate or limit the liability of a director for any of the following:

- (i) A breach of the director's duty of loyalty to the corporation;

- (ii) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (iii) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- (iv) A transaction from which the director derived an improper personal benefit;
- (v) An act or omission that is grossly negligent.

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

The corporation assumes the liability for all acts or omissions of a non-director volunteer, provided that:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and

The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for negligence Act, being Act No. 170, Public Acts of Michigan, 1964

ARTICLE XIV

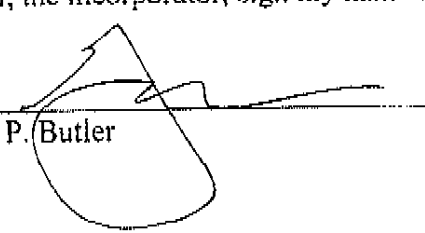
The officers of the Academy Board shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be selected by the Board of Directors. The Academy Board may select one or more Assistants to the officers, and may also appoint such other officers and agents

as they may deem necessary for the transaction of the business of the corporation.

ARTICLE XV

The Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.

I, the incorporator, sign my name this 5th day of June, 2012.


George P. Butler

SCHEDULE 3

BYLAWS

**BYLAWS
OF
NEW PARADIGM COLLEGE PREP**

**ARTICLE I
NAME OF ACADEMY**

This organization shall be called New Paradigm College Prep (the “Academy” or the “corporation”).

**ARTICLE II
FORM OF ACADEMY**

The Academy is organized as a non-profit, non-stock, directorship corporation.

**ARTICLE III
OFFICES**

Section 1. Principal Office. The principal office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy shall be 1903 Wilkins, Detroit, Michigan 48207. This is the business office of the registered agent of the Academy.

**ARTICLE IV BOARD OF
DIRECTORS**

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors (“Academy Board”). The Academy Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6A of the Revised School Code (“Code”). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. Nomination and appointment to the Academy Board shall be handled in the following manner:

1. Method of Selection and Appointment of Academy Board Members:

a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees (“Board of Trustees”), he/she shall include recommendations for initial Academy Board members. These recommendations may, but

are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to the Academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as an Academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the Academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to

exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term. If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in these Bylaws.

8. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

9. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

<u># of Academy Board positions</u>	<u># required for Quorum</u>
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

10. Manner of Acting: The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

<u># of Academy Board positions</u>	<u># for Quorum</u>	<u># required to act</u>
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 3. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V MEETINGS

Section 1. Regular Meetings. The Academy Board shall hold a regular meeting during the month of June each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the President or any Academy Board Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the corporation in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director’s business address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI COMMITTEES

The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Academy Board of its activities as the Academy Board may request.

ARTICLE VII OFFICERS OF THE BOARD

Section 1. Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3. Removal. If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4. Vacancies. A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5. President. The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Academy Board.

Section 8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall perform, or cause to be performed, the following duties: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose

office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

ARTICLE IX INDEMNIFICATION

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the corporation to the fullest extent permitted by the laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X
FISCAL YEAR, BUDGET AND UNIFORM
BUDGETING AND ACCOUNTING

The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI
SEAL

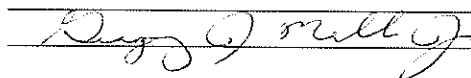
The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE XII
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal have been given in accordance with the notice requirements for special meetings. Upon approval, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of the Academy in an open and public meeting, by the Academy Board on the 5th day of June, 2012.

, Secretary

SCHEDULE 4

FISCAL AGENT AGREEMENT

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to New Paradigm College Prep ("Academy"), a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the University Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the University Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Grand Valley State University as designated by the University Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. Transfer to Academy. Except as provided in the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

ARTICLE III

STATE DUTIES

Section 3.01 Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.


Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the University Board to the Academy.

BY: 
Joseph L. Fielek, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: February 4, 2014

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

**Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2014 – June 30, 2015**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 1	Board Adopted 2014-2015 School Calendar/School Day Schedule.	CSO
July 1	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2014-2015.	CSO
July 1	Copy of Notice of Public Hearing for Annual Operating Budget for 2014-2015.	CSO
July 1	Copy of Parent Satisfaction Survey and Results from 2013-2014, if applicable.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2013-2014 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 1	Annual Organizational Meeting Minutes for 2014-2015.	CSO
August 1	Board Resolution appointing Chief Administrative Officer for 2014-2015.	CSO
August 1	Board Resolution appointing Freedom of Information Act Coordinator for 2014-2015.	CSO
August 1	Board Designated Legal Counsel for 2014-2015.	CSO
August 1	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2014-2015.	CSO
August 20	Annual Education Report 2013-2014 academic year to be submitted and presented at a public meeting	CSO
August 29	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 4	Organizational Chart for 2014-2015.	CSO
September 4	Board approved Student Handbook 2014-2015.	CSO
September 4	Board approved Employee Handbook 2014-2015.	CSO
September 4	Copy of School Improvement Plan covering 2014-2015 academic year.	CSO
October 1	Completed PSA Insurance Questionnaires. Required forms available at www.gvsu.edu/cso	CSO
October 1	Annual Nonprofit Corporation Information Update for 2014.	CSO
October 8	Unaudited Count Day Submission	CSO
October 10	Audited Financial Statements for fiscal year ending June 30, 2014. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
October 10	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2014, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 10	Annual A-133 Single Audit for year ending June 30, 2014 is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 10	DS-4898 PSA Preliminary Pupil Membership Count for September 2014 Enrollment and Attendance for 1 st & 2 nd Year PSAs and Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 30	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 1	Academy's Technology Plan covering 2014-2015 or annual updates thereto.	CSO
January 6	Modifications to ISD's Plan for the Delivery of Special Education Services covering 2014-2015 signed by a representative of the Academy.	CSO
January 30	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Michigan Highly Qualified Teacher Verification Report. Required Form Available at www.gvsu.edu/cso	CSO
February 18	Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt's Safe School Law (new schools)	CSO
April 25	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 14	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2015-2016.	CSO
June 2	Certificate of Boiler Inspection covering years 2014-2015	CSO
June 27	Board Approved Amended Budget for 2014-2015 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2014-2015 Log of emergency drills, including date, time and results. Sample form available at www.gvsu.edu/cso	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2015 independent financial audit.	CSO
June 27	Food service license expiring 04/30/2016.	CSO

Ongoing Reporting Requirements July 1, 2014 – June 30, 2015

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 business days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 business days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2011-2012 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 business days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

Original/Subsequent Board Policy Reporting Requirements July 1, 2014 – June 30, 2015

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval). Harassment of Students Policy (date of approval) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval). Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	CSO
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval). Reference: MCL 324.8316, 380.1256	CSO

Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval) Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2014 – June 30, 2015

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable.	CEPI
October	Certification of Constitutionally Protected Prayer	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	School Infrastructure Database (SID); School-Wide Title I Participation	CEPI
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept of Treasury
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid allocation can be assessed if the immunization rate is not at 90% or above.	Local Health Dept.
TBD	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
June	Registry of Educational Personnel (REP)	CEPI
June	School Infrastructure Database (SID)	CEPI

SCHEDULE 6

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL
MANAGEMENT COMPANY**

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board 's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under (a) above.

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the “**Agreement**”) is made and entered into as of the ____ day of June, 2012 by and between **NEW PARADIGM FOR EDUCATION INC. (“NPFE”)**, a Michigan corporation formed pursuant to Michigan Public Act 327 of 1931, as amended, and **DETROIT EDISON PUBLIC SCHOOL ACADEMY CHADSEY/CONDON** (the “**Academy**”), a Michigan public school academy organized under the Revised School Code (the “**Code**”).

WHEREAS, the Academy is a public school academy located at _____, organized and operated pursuant to Part 6A of the Code; and

WHEREAS, the Academy operates under the direction of the Detroit Edison Public School Academy Chadsey/Condon Board of Directors (“Academy Board”); and

WHEREAS, pursuant to a Contract to Charter a Public School Academy (the “**Contract**”), dated _____, 2012 and issued to the Academy by Grand Valley State University (“**GVSU**”) as the authorizing body (“**Authorizer**”), the Academy Board is authorized to organize and operate a public school academy in the State of Michigan pursuant to Part 6A of the Code; and

WHEREAS, NPFE is a Michigan corporation which will provide educational, operational and management services to facilitate the implementation of the Academy’s obligations under the contract with GVSU; and

WHEREAS, NPFE through the educational and managerial services it provides, will implement a comprehensive educational program and management methodologies for the Academy; and

WHEREAS, the Academy Board desires to engage NPFE to provide certain services related to the Academy’s educational program and operations; and

WHEREAS, the Academy Board, on behalf of itself and the Academy, and NPFE each warrant to the other that there are no pending actions, claims, suits or proceedings, to their knowledge, threatened or reasonably anticipated against or affecting them, which if adversely determined, would have a material adverse effect on their respective abilities to perform their obligations under this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I CONTRACTUAL RELATIONSHIP

A. Authority. The Academy has been granted a Contract by GVSU to organize and operate a public school academy pursuant to the terms and conditions set forth in the Contract and

related attachments. The Academy Board is authorized to enter into binding legal agreements with persons or entities as necessary for the operation, management, financing, and maintenance of the public school academy, provided that no provision of such a contract shall be effective to the extent it conflicts with the Academy Board's statutory prerogatives and duties or the terms of the Contract.

B. Contract. NPFE agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

C. Status of the Parties. NPFE is a Michigan non-profit corporation, and is not a division or part of the Academy. The Academy is a body corporate and governmental entity authorized under the Code, and is not a division or part of NPFE. The relationship between NPFE and the Academy is based solely on the terms of this Agreement. Except as it regards to indemnification agreed to between the parties as described herein, NPFE will be solely responsible for its acts and the acts of its agents, employees and subcontractors. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor. No employee of NPFE shall be deemed to be an agent or employee of the Academy. Notwithstanding the foregoing, the Academy and NPFE agree as follows:

1. The Academy Board may by resolution designate an officer or employee of NPFE, as may be mutually agreed upon by NPFE and the Academy, to serve as the chief administrative officer ("CAO") of the Academy and to perform the duties of the CAO under the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and to provide oversight of other contractors of the Academy, as designated by the Academy Board from time to time.
2. Employees of NPFE, to the extent they have a legitimate educational interest in so doing, are authorized access to educational records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"), provided the Academy disseminates the notice required pursuant to FERPA and its related regulations.

D. Obligation of the Board. The Academy Board shall be ultimately responsible for its fiscal, academic and governance policies, and shall exercise good faith in considering the recommendations of NPFE and the Academy administration including but not limited to, NPFE recommendations concerning the educational program, operations, policies, rules, regulations, procedures, curriculum, budgets and fund raising. It shall be the responsibility of the Academy Board to authorize payment of budgeted costs and expenses and other obligations as approved by the Academy Board.

ARTICLE II TERM

This Agreement shall become effective upon execution and shall run coterminous with the Contract, subject to Article VIII herein. Notwithstanding the foregoing, the term of this Agreement shall not exceed five (5) academic years.

ARTICLE III FUNCTIONS OF NPFE

A. Responsibility. Under the direction of the Academy Board, NPFE shall be responsible for all of the management, operation, administration, and education at the Academy, by providing certain services directly to the Academy, subcontracting for certain services, and overseeing other contractors of the Academy. Such functions shall be carried out in a manner and form customary in the public school academy industry and include, but are not limited to:

1. Implementation and administration of the Educational Program (as defined below);
2. Curriculum improvement services;
3. Student environment management services;
4. Community outreach and marketing services;
5. Implementation of an ongoing public relations strategy, developed by NPFE with input from the Academy Board, for the development of beneficial and harmonious relationships with other organizations and the community;
6. Budget preparation and financial management services, such as accounting and bookkeeping services, financial and operational reports, in accordance with the Budget set by the Academy's Board;
7. Accounts payable management;
8. Administration (by way of liaising with the carrier's designated representative or counsel appointed by the carrier) of any insurance claims involving personal injury or property loss;
9. Management of the security of the facility and confidential information files maintained by and in the possession of NPFE;
10. Selection of instructional and non-instructional material, equipment and supplies (within the budget set by the Academy Board) and the establishment of an inventory system of all equipment;
11. Food service management;
12. Transportation management;
13. Facilities maintenance, facilities construction and/or renovation;
14. The preparation of required GVSU, local, state and federal reports with prior review and approval by the Academy Board.
15. Computer services including operational and functional responsibilities;
16. Information and technology system development and management;
17. All facility operations of the school building, including but not limited to the installation of technology integral to school design that has been approved by the Academy Board, janitorial contract management, building repair oversight, and compliance with all applicable laws;

18. Preparation of grant applications and reports for grants received as well as special programs;
19. Using best efforts to secure funding sources for special programs and facility improvements as requested by the Academy Board;
20. Administration of extra-curricular and co-curricular activities and programs approved by the Academy Board;
21. Assist the Academy Board in the preparation of strategic plans for the continuing educational and financial benefit of the Academy;
22. Preparation, enforcement and administering the enforcement at the Board level of the Academy Board's parent and student codes of conduct;
23. Overseeing the preparation of Academy Board meeting materials, agendas, and notices;
24. Human resource management, benefits administration and payroll processing;
25. Administering reporting compliance, which includes ensuring all reports, documents, etc. are filed on-time with the appropriate entities;
26. Special education services;
27. Management of cash flow reserves in accordance with the Academy's budget, revenues and expenditures, and assisting with short term borrowing;
28. Recommending and acquiring textbooks;
29. Recommendation of policies governing operations of the Academy and implementation of policies as approved by the Academy Board; and
30. Any other function necessary or expedient for the administration of the Academy within the policies and actions of the Academy Board

B. Educational Program. NPFE shall implement the educational goals and programs set forth in the Contract, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes ("**Educational Program**"). In the event that NPFE determines that it is advisable to modify the Educational Program, NPFE will provide written notification to the Academy Board specifying the changes it recommends and the reasons for the proposed changes. As the Educational Program is an integral part of the Contract, no changes in the Educational Program shall be implemented without the prior written approval of the Academy Board, which may be fulfilled by action of the Academy Board at a meeting convened pursuant to the Michigan Open Meetings Act, and approval by GVSU through the process set forth in the Contract for amendment thereof. NPFE shall provide the Academy Board with written reports on a quarterly basis specifying the level of achievement of each of the Academy's educational goals as set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained.

C. Subcontracts. It is anticipated that NPFE will utilize subcontractors to provide some of the services it is required to provide to the Academy, including but not limited to, transportation, food service, Academy compliance, special education services, and human resources. NPFE shall not subcontract the management, oversight or operation of the Educational Program, without the prior written approval of the Academy Board, which consent shall not be unreasonably withheld. Academy Board approval of other subcontracts is not required unless the costs for these subcontracted services exceeds the funds appropriated for that purpose in the

Academy's approved budget, or is in excess of the contract amount required to be approved by the Academy Board by the Academy's contractual obligations to GVSU.

D. Place of Performance. Instruction services other than field trips and activities will normally be performed at Academy facilities. NPFE may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by the Contract or applicable law. The Academy shall provide NPFE with the necessary office space at the Academy site to perform all services described in this Agreement. All student records and books of the Academy, as well as copies of minutes of both regular and executive sessions of the Academy Board and all required compliance materials ("**Academy Documents**") shall be maintained at the Academy site at the Academy's sole expense. The Academy shall not unreasonably restrict NPFE's or its agents and subcontractors' access to such Academy Documents.

E. Acquisitions. All acquisitions made by NPFE for the Academy, including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. NPFE and its subcontractors will comply with Section 1274 of the Code and the Academy Board's purchasing policy as if the Academy were making these purchases directly from a third party supplier and NPFE will not include any fees or charges to the cost of equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

F. Pupil Performance Standards and Evaluation. NPFE is responsible for and accountable to the Academy Board for the performance of students who attend the Academy. NPFE shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by the Contract and such additional measures as shall be mutually agreed between the Academy Board and NPFE that are consistent with the Contract.

G. Student Recruitment. NPFE shall be jointly responsible for the lawful recruitment and enrollment of students subject to the provisions of the Contract. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with applicable law. NPFE shall follow all applicable Academy policies and procedures regarding student recruitment, enrollment and lottery management, and shall assist the Academy with the publication of appropriate public notices and scheduling open houses.

H. Student Due Process Hearings. NPFE shall ensure that students are provided with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, students subject to a Section 504 Plan, special education, confidentiality and access to records, to the extent consistent with the Academy's own obligations. The Academy Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled. In addition, NPFE may assist the Academy Board to establish student discipline policies and procedures.

I. Legal Requirements. NPFE shall provide the Educational Program consistent with all federal, state, and local requirements, and the requirements imposed under the Code and

Contract, unless such requirements are or have been waived in writing by a binding authority able to grant said waiver.

J. Rules and Procedures. The Academy Board shall adopt rules, regulations and procedures applicable to the Academy and NPFE is directed to enforce the rules, regulations and procedures adopted by the Academy Board. NPFE shall assist the Academy Board in its policy making function by recommending the adoption of reasonable rules, regulations and procedures applicable to the Academy.

K. School Year and School Day. The school year and the school day shall be provided in the Contract and as defined annually by the Academy Board.

L. Authority. NPFE shall have the authority and power necessary to undertake its responsibilities described in this Agreement, except in cases wherein such power may not be delegated by law nor approved by the Academy Board.

M. Miscellaneous Duties of NPFE. NPFE agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract, including but not limited to the following:

- (i) All of the Academy's financial and other NPFE-related records related to the Academy will be made available to the Academy's independent auditor and that NPFE's staff will cooperate with said auditor. NPFE shall not select or retain the Academy's auditor.
- (ii) NPFE certifies that there shall be no markup of costs for supplies, materials or equipment procured by NPFE on the Academy's behalf and all supplies, materials and equipment procured for the Academy by NPFE shall be inventoried by an acceptable method of inventory and further, an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to the Academy.
- (iii) Upon termination, NPFE and any other educational service provider with which it has contracted on behalf of the Academy ("ESP") shall work for a specified period of time to transition to a new ESP. There may be a fee set forth for this service. All contracts entered into by NPFE with another ESP for services at the Academy shall provide as such.
- (iv) Upon termination, NPFE, and any ESP shall, without charge (a) close the books on the then-current fiscal quarter; (b) organize and prepare the Academy's records for transition to the new ESP; (c) organize and prepare student records for transition to the new ESP; and (d) provide for the orderly transition of employee compensation and benefits to the new ESP without disruption to staffing. All contracts entered into by NPFE with another ESP for services at the Academy shall provide as such.
- (v) NPFE, nor any ESP, may not include in its contracts with staff assigned to the Academy (including by way of example and not limitation, teachers administrators, counselors and the like) any noncompete agreements or provisions of any nature whatsoever. All contracts entered into by NPFE with another ESP for services at the Academy shall provide as such.

- (vi) The Academy Board and the NPFE may not substantially amend the management contract without the prior written consent of the GVSU Designee. Whether or not substantial, the PSA shall submit to the GVSU Designee all amendments to the management contract prior to the execution of such amendment.
- (vii) NPFE hereby agrees, and shall provide in any contract with an ESP on behalf of the Academy that the ESP agrees, to indemnify and hold GVSU and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of GVSU which arise out of or are in any manner connected with the Academy's operations or which are incurred as a result of the reliance by GVSU and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the NPFE, or which arise out of the failure of the NPFE or the Academy to perform its obligations under the Contract.
- (viii) NPFE will conduct criminal background and unprofessional conduct checks required by the law applicable to employees and contractors of a public school for all personnel and contractors assigned to work at an Academy site who would have to have been so checked had they been employed or contracted directly by the Academy. NPFE shall so provide in any contract it enters into with an ESP on behalf of the Academy and NPFE will annually certify its compliance with the requirements of this provision, and, upon request, will provide copies to the Academy or its designee of all background and unprofessional conduct checks performed.
- (ix) The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement. NPFE will not knowingly act in a manner that will reasonably cause the Academy to be in material breach of the Contract such that GVSU threatens termination of the Contract in a writing delivered to the Academy. In the event that NPFE does not cure such breach within one academic year, such action by NPFE and subsequent failure to cure shall be considered cause to terminate this Agreement.

N. Additional Programs. The services provided by NPFE to the Academy under this Agreement consist of the Educational Program during the school year and the school day as set forth in the Contract, as the same may change from time to time. With prior approval of the Academy Board, NPFE may provide additional programs including, but not limited to, adult and community education, summer school, and other special programs. In such cases where NPFE is responsible for the cost of providing such additional programs, the Academy will reimburse NPFE the cost of conducting such programs. The Academy may also purchase additional services from NPFE at a mutually agreeable cost.

O. Annual Budget Preparation. NPFE will provide the Academy Board with a proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq., in a form reasonably satisfactory to the Academy Board and to GVSU. At a minimum, NPFE agrees to provide the following: (1) The budget shall contain object level detail and comply with public accounting standards applicable to public schools and public school academies in Michigan and required by applicable law. (2) The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program including, but not limited to, the projected

cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. (3) The proposed budget shall be submitted to the Academy Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to GVSU. NPFE may not make deviations from the approved budget without the prior approval of the Academy Board.

P. Financial Reporting. On not less than a monthly basis, NPFE shall provide the Academy Board with monthly financial statements not more than thirty (30) days in arrears. Financial statements shall include a balance sheet, cash flow statement and statement of revenue, expenditures and changes in fund balance, detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level for review and approval by the Academy Board. A written report shall explain any variances from the approved budget, shall contain recommendations for necessary budget corrections and shall be prepared at least five (5) calendar days in advance of the Academy Board meeting to be available for Academy Board packets sent to Academy Board members in preparation for Academy Board meetings. NPFE shall provide special reports as necessary to keep the Academy Board informed of changing conditions.

Q. Operational Reporting. At least four (4) times per year NPFE will provide the Academy Board with comprehensive written reports, in a form reasonably acceptable to the Academy Board, detailing Academy operations, finances and student performance. In order to enable the Academy Board to monitor NPFE's educational performance and the efficiency of its operation of the Academy, upon the request of the Academy Board, NPFE will provide written reports to the Academy Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than one (1) month after the request for the report is received by NPFE unless the Academy Board and NPFE mutually agree upon an extended timetable.

R. Good Conduct. NPFE, its employees, contractors and subcontractors, as representatives of the Academy, shall be expected to conform to the highest ethical and legal standards expected of public officials, in their dealings with the Academy and otherwise. Likewise, the Academy Board and its individual members shall be expected to conform to the highest ethical and legal standards expected of public officials in their dealings with NPFE and its agents and subcontractors.

S. Compliance with Section 503c. On an annual basis, NPFE agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

ARTICLE IV OBLIGATIONS OF THE BOARD

A. Board Policy Authority. The Academy Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including but not limited to, policies relative to the conduct of students while in attendance at the Academy or en route to and from the Academy and regulations governing the procurement of supplies, materials and equipment. The Academy Board shall exercise good faith in considering the recommendations of NPFE on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets subject to the constraints of law and requirements of the Contract.

B. Building Facility. The Academy Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract and applicable law.

C. Academy Employees. The Academy Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Academy Board. This Paragraph does not apply to individuals employed by NPFE or any entity which NPFE subcontracts with to provide services pursuant to this Agreement.

D. Educational Consultants. The Academy Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of NPFE under this Agreement. NPFE shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities, and information as if such requests came from the full Academy Board. NPFE shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Academy Board. The cost to employ an educational consultant shall be paid by the Academy Board.

E. Legal Counsel. The Academy Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement and applicable law.

F. Audit. The Academy Board shall select and retain the independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law.

G. Budget. The Academy Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of NPFE, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Academy Board's legal counsel and consultants. In addition, the Academy Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Academy Board.

H. Academy Funds. The Academy Board shall determine the depository institution of all funds received by the Academy. All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the depository account shall be Academy Board members and/or properly designated Academy Board employees. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Academy Board shall provide Academy funding on a consistent and timely basis to NPFE to fulfill its obligations under this Agreement.

I. Governmental Immunity. The Academy Board shall determine when to assert, not assert, waive or not waive its governmental immunity.

J. Contract with GVSU. The Academy Board will not act in a manner which will cause the Academy to be in breach of the Contract.

ARTICLE V

Reserved.

ARTICLE VI FINANCIAL ARRANGEMENT

A. School Source of Funding. As a Michigan public school academy, the source of funding for the Academy is State School Aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services.

B. Other Revenue Sources. In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Academy Board and NPFE, with prior Academy Board approval, shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy and/or NPFE shall solicit and receive donations consistent with the mission of the Academy.
2. The Academy and/or NPFE may apply for and receive grant money, in the name of the Academy. NPFE shall provide advance notification to the Academy Board of any grant applications it intends to make and receive Academy Board approval for the application prior to accepting any grant.
3. To the extent permitted under the Code, and with prior Academy Board approval, NPFE may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

All funds received by NPFE or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing.

C. Compensation for Services. The Academy shall pay NPFE an annual compensation fee during the term of this Agreement in an amount equal to 10% percent of the per pupil revenue (“PPR”) that the Academy receives from all sources for all students enrolled in the Academy in addition to the cost of the Principal’s salary. The PPR may fluctuate during the term of this Agreement and may be impacted by changes in the state school aid payment, monies or services provided by other state agencies, and the extent of other revenue sources.

D. Reasonable Compensation. NPFE’s compensation under this Agreement is reasonable compensation for services rendered. NPFE’s compensation for services under this Agreement will not be based, in whole or in part, on a share of net revenues from the operation of the Academy.

E. Payment of Educational Program Costs. In addition to the fee described in this Section, the Academy shall reimburse NPFE for all costs reasonably incurred in providing the Educational Program at the Academy other than NPFE overhead costs upon. Such costs shall include, but shall not be limited to, curriculum materials, professional development, textbooks, library books, costs for computer and other equipment, software, supplies utilized at the Academy for educational purposes, services provided pursuant to subcontract, building payments, maintenance, utilities, capital improvements, costs for personnel provided at the Academy either by NPFE or through an entity with which NPFE subcontracts for staff, and marketing and development costs. Marketing development and personnel costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program. The Academy Board must be informed of and approve the level of compensation and fringe benefits provided to employees of NPFE assigned to the Academy. The Academy Board shall reimburse NPFE monthly for approved fees and expenses upon properly presented documentation and approval by the Academy Board. At its option, the Academy Board may advance funds to NPFE for the fees and expenses associated with the Academy’s operation provided that documentation for the fees and expenses are provided for Academy Board ratification within thirty (30) days. In paying costs on behalf of the Academy, NPFE shall not charge an added fee. Any costs reimbursed to NPFE that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by NPFE.

F. Financial Reporting. The fee due to NPFE shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. NPFE shall receive its fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each year and ending in August of each school year. Such installment amount shall be due and payable by the Academy within 24 hours of receipt by the Academy of its monthly SSA. The Academy agrees to electronically wire funds to NPFE’s account. Payments due and owing to NPFE shall be made by the Academy to NPFE in full by the 20th day of the Academy receiving its monthly SSA and all school revenue. Failure by the Academy to compensate NPFE for the agreed upon fee and frequency, may constitute a direct breach of

contractual responsibilities by the Academy, and may result in immediate cancellation of all management services and any other services provided by NPFE under this Agreement with or without prior notice. The Academy acknowledges and agrees that immediate cancellation by NPFE will still require the Academy to meet its financial obligations to NPFE as set forth in this Agreement. .

G. Audit Report Information. NPFE will make all of its financial and other records related to the Academy and necessary for the conduct of the annual audit available to the Academy and the independent auditor selected by the Academy Board.

H. Other Financial Relationships. Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and NPFE shall be contained in a document separate from this Agreement. NPFE does not enter this Agreement with an interest in entering into promissory notes or other financing agreements and is not expected by the Academy to serve as guarantor for promissory notes or other financing agreements through other lenders.

I. Access to Records. NPFE shall keep accurate financial, educational and student records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of NPFE, and shall retain all of these records in accordance with applicable state and federal requirements. Financial, educational, operational and student records that are now or may in the future come into the possession of NPFE are Academy property and are required to be returned by NPFE to the Academy upon demand, provided that NPFE may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. NPFE and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are public documents subject to disclosure in accordance with the provisions of applicable law. This Agreement shall not be construed to restrict GVSU's or the public's access to these records under applicable law or the Contract.

ARTICLE VII PERSONNEL AND TRAINING

A. Personnel Responsibility. The Academy understands and agrees that NPFE may subcontract the Human Resources functions, personnel responsibilities, and the provision of Worksite Staff to an approved subcontractor. The Worksite Staff shall be employees of the subcontractor and shall not be employees of NPFE. Notwithstanding the above, NPFE shall, in cooperation with the Academy, and subject to the Contract and Academy Board policies, recommend staffing levels to the Academy Board. NPFE shall inform the Academy Board of and the Academy Board must approve the level of compensation and fringe benefits provided to Worksite Staff assigned by the Academy. Worksite Staff shall include all human services provided to or for the benefit of the Academy other than human services which are overhead of NPFE the cost of which are NPFE's sole responsibility.

B. Principal. The Academy and NPFE agree that the Principal of the Academy will be an employee of NPFE. The Academy agrees that NPFE will have the authority, consistent with state law, to select and supervise the Principal. The employment contract with the Principal will be determined by NPFE. NPFE agrees that the Principal will hold all certifications required by the Code and other applicable state law. The Principal shall provide the Academy Board with monthly reports regarding the status of the Educational Program of the Academy.

C. Teachers. The Academy Board, with input from NPFE, shall determine the number of teachers, applicable grade levels, and subjects taught in the Academy. NPFE, through its subcontractor, shall provide the Academy with the necessary teachers, qualified in the grade levels and subjects required, as established by the Academy Board in accordance with the Academy Board approved budget and Contract. The curriculum taught by the contracted teachers shall be the curriculum set forth in the Contract and developed by the NPFE. NPFE agrees that it will require, in its independent contractor agreement with a third party for the provision of teachers and other Worksite Staff, that every teacher assigned to the Academy, shall hold a valid teaching certificate issued by the State Board of Education in accordance with the Code, be highly qualified as required by the NCLB, or be credentialed as may otherwise be required or permitted by applicable law.

D. Support Staff. The Academy Board, with input from NPFE, shall determine the number and functions of support staff required for the operation of the Academy. NPFE shall provide the Academy, through a third party contractor, with such support staff as required by the Academy Board in accordance with the Academy Board's approved budget. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, bookkeeping staff, maintenance and custodial personnel and the like.

E. Employer of Personnel. NPFE shall only employ the Principal of the Academy. As set forth previously herein, the Academy understands and agrees that all instructional and non-instructional staff assigned to work at the Academy will be provided by an independent third party contractor as determined by NPFE and approved by the Academy. The Worksite Staff shall be employees of the independent third party contractor and shall not be employees of NPFE. The Academy and NPFE understand and agree that substitute teachers and other substitute instructional staff may be provided through an Academy Board authorized subcontractor, NPFE's subcontractor, or the Academy.

The contract between NPFE and its independent third party contractor for Worksite Staff and Human Resources functions will set forth the compensation of the Worksite Staff in accordance with the Academy Board's approved budget. "Compensation" shall include salary, fringe benefits, and state and federal tax withholdings. Pursuant to the contract between NPFE and the third party independent contractor, the third party independent contractor shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, rule, court or administrative decision, or an Attorney General's opinion, NPFE and its independent third party contractor shall not make payments to the Michigan Public School Employees' Retirement System ("MPERS") or any other public retirement system on behalf of the Worksite Staff.

NPFE acknowledges and agrees that unless the Academy notifies it that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended (hereafter “PA 84 of 2006”), NPFE will have its agents, employees, representatives, or agents, employees or representatives of its subcontractor, who will be regularly and continuously performing services on the Academy’s premises, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, within the timelines required by law. NPFE further agrees to provide the Academy with a copy of all fingerprinting and criminal history background reports promptly upon receipt of same. Additionally, unless notified it is not subject to PA 84 of 2006, NPFE represents and warrants to the Academy that it will at all times during the term of this Agreement comply with the provisions of PA 84 of 2006, including, but not limited to, reporting to the Academy within 3 business days of when it, or any of its agents, employees, representatives, or subcontractors’ employees who will be regularly and continuously employed on the Academy’s premises, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Code, being MCL 380.1535a(1) and 380.1539b(1), a substantially similar law, or other crimes required to be reported under PA 84 of 2006, and to immediately report to the Academy if that person is subsequently convicted, pleads guilty or pleads no contest to that crime.

NPFE shall likewise conduct or be responsible for, or cause its subcontractor on behalf of the Academy, to conduct unprofessional conduct checks required by MCL 380.1230b.

The parties agree that the Academy shall be responsible for all costs associated with the criminal history checks, criminal records checks and unprofessional conduct checks required pursuant to the terms of this Agreement, which are accomplished in order to comply with Sections 1230, 1230a and 1230b of the Code and all costs associated with compliance with this section of the Agreement.

The Academy agrees to reasonably cooperate with NPFE and its subcontractor in the discharge of NPFE’s responsibilities under this section.

F. Training. NPFE shall be responsible for ensuring that all Worksite Staff assigned to work at the Academy including, the Principal, Assistant Principal, teachers and paraprofessionals, receive training required by law and which is consistent with the Academy mission, either by NPFE or its subcontractor.

G. Basic Instructional Supplies. NPFE shall insure, provided sufficient revenues are allocated therefore in the Budget adopted by the Academy Board, that the Worksite Staff, including the Principal, Assistant principal, teachers and other instructional staff have access to those basic educational supplies necessary to deliver the Educational Program and shall establish a procedure for the Worksite Staff to present claims that basic educational supplies are not being provided. Disputes that have not been resolved by NPFE shall be presented to the Board for final resolution.

ARTICLE VIII TERMINATION OF AGREEMENT

A. Termination by the Academy for Cause. This Agreement may be terminated by the Academy for cause prior to the end of the term specified in this Agreement in the event that NPFE should fail to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than thirty (30) days after notice from the Academy. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Academy Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so), or failure to meet or make appropriate progress towards meeting the outcomes stated this Agreement and the Contract (which failure is not attributable to the Academy Board); a violation of the Contract or of applicable law and any action or inaction by NPFE that places the Contract in reasonable jeopardy of revocation, termination or suspension as discussed above. In order to terminate this Agreement for cause, the Academy Board is required to provide NPFE with written notification of the facts it considers to constitute material breach. NPFE has not less than thirty (30) days after written notice from the Academy to remedy this breach. After the period to remedy the material breach has expired, the Academy Board may terminate this Agreement by providing NPFE with written notification of termination.

B. Termination by NPFE for Cause. This Agreement may be terminated by NPFE for cause prior to the end of the term specified in this Agreement in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which shall not be longer than thirty (30) days after notice from NPFE. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make payments to NPFE as required by this Agreement or a failure to give consideration to the recommendations of NPFE regarding the operation of the Academy; a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, or upon suspension or revocation of the Contract which NPFE reasonably determines is not capable of resolution, NPFE is required to provide the Academy Board with written notification of the facts it considers to constitute material breach and provide the Academy with thirty (30) days to remedy this breach. After the period to remedy the material breach has expired, NPFE may terminate this Agreement by providing the Academy Board with written notification of termination. In addition, NPFE may terminate this Agreement with cause prior to the expiration of the Term in the event the Academy fails to adopt reasonable recommendations regarding the personnel, curriculum, educational program, operations and financials inconsistent with the professional recommendations of NPFE.

C. Revocation or Termination of Contract.

(a) If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or termination without further action of the parties.

(b) The Academy shall pay to NPFE all amounts due and owing for services provided up to the date of termination and, on a per-diem basis, for any services that NPFE, in its sole discretion, elects to provide to the Academy following termination. The Academy shall also provide in any dissolution plan for the compensation of NPFE for any services which NPFE may perform as part of the dissolution process.

D. Termination by Either Party Without Cause. If NPFE and the Academy Board are unable to agree on educational programs, curriculum or other educational policies that affect the Academy in a significant way, either party may elect to terminate the Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least ninety (90) calendar days prior to the termination date and provides the other party with an opportunity within that period to negotiate an agreement on the educational policies at issue. The Academy may also terminate this Agreement without penalty or cause at the end of the third year of this Agreement.

E. Change in Law. If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement. If the parties are unable or unwilling to renegotiate the terms within thirty (30) days after the notice, the party requiring the renegotiation may terminate this Agreement upon thirty (30) days further additional written notice.

F. Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in this Agreement, absent unusual and compelling circumstances, the termination will not become effective until the end of that school year.

G. Rights to Property Upon Termination. Upon termination of this Agreement all equipment, whether purchased by the Academy or by NPFE with state school aid funds or other funds secured by the Academy, shall remain the exclusive property of the Academy. NPFE shall have the right to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that were purchased by NPFE with NPFE funds. Fixtures and building alterations shall not become the property of NPFE.

H. Transition. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, NPFE shall provide the Academy reasonable assistance for up to 90 days after the effective date of the termination to allow a transition to another education service provider, provided the Academy pays NPFE a reasonable per-diem rate negotiated at the time of transition.

Notwithstanding any of the foregoing, upon the expiration or any termination hereof, all accrued but unperformed obligations of a party shall remain such obligor party's continuing legal obligation until fully performed or waived in writing by the other party. All representations, warranties, and indemnities made in this Agreement shall survive termination of this Agreement.

ARTICLE IX PROPRIETARY INFORMATION

A. Confidential Information and Proprietary Rights. The parties hereby agree and acknowledge that, in the course of performing this Agreement, certain confidential information or trade secrets, including, but not limited to, know-how, curriculum design and implementation, operational techniques, technical information, computer software, training materials, training methods and practices, all of which are considered to be confidential in nature (the “**Confidential Information**”) may be disclosed to one another. The parties therefore agree, subject to the requirements and/or limitations of the Contract, MCL §380.502(3), the Freedom of Information Act or any other applicable law, that any Confidential Information communicated to or received or observed by a party hereto shall be in confidence and not disclosed to others or used for such party’s benefit without the prior written consent of the other party. In addition, all Confidential Information disclosed to or observed or received by a party shall at all times remain the property of such party, and all documents, together with any copy or excerpt thereof, shall be promptly returned to such party upon request. The parties acknowledge and agree that this provision shall survive the termination or expiration of this Agreement.

The parties acknowledge and agree that the Academy owns all proprietary rights to curriculum or educational materials that (i) are developed and/or paid for by the Academy; or (ii) developed by NPFE at the direction of the Academy Board, except that NPFE owns all curriculum or educational materials copyrighted by NPFE. Notwithstanding the foregoing, educational materials and teaching techniques used by the Academy may be subject to disclosure under the Revised School Code, the Contract or the Michigan Freedom of Information Act to the extent required thereby.

ARTICLE X INDEMNIFICATION

A. Indemnification of NPFE. To the extent permitted by law, the Academy shall indemnify and hold NPFE (which term for purposes of this Paragraph A, includes NPFE’s officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Academy Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse NPFE for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amount acceptable to NPFE.

B. Limitations of Liabilities. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement, including but not limited to, its assertion of governmental immunity.

C. Indemnification of the Academy. NPFE shall indemnify and hold the Academy (which term for purposes of this Paragraph C, includes the Academy’s officers, directors, board

members, agents and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by NPFE or its subcontractors with any agreements, covenants, warranties, or undertakings of NPFE contained in or made pursuant to this Agreement, including any and all employment related claims, demands or suits by NPFE or its subcontractors' employees, former employees or applicants; and any misrepresentation or breach of the representations and warranties of NPFE contained in or made pursuant to this Agreement. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

D. Indemnification for Negligence. To the extent permitted by law, the Academy shall indemnify and hold harmless NPFE and its subcontractors, Board of Directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which NPFE may incur and which arise out of the negligence of the Academy's Board of Directors, officers, employees, agents or representatives. NPFE shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of NPFE's directors, officers, employees, agents or representatives, or subcontractors.

E. Indemnification of GVSU. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the School of Excellence application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or NPFE, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement

ARTICLE XI INSURANCE

A. Insurance of the Academy. The Academy shall maintain insurance coverage in the amounts required by the Contract, including the indemnification of NPFE provided by this Agreement. In the event that the insurance carrier for the Academy's Authorizer requests changes in the coverage identified in the Contract, the Academy agrees to comply within thirty

(30) days after written notice of the insurance coverage change. The Academy shall, upon written request, present evidence to NPFE that it maintains the requisite insurance in compliance with the provisions of this paragraph. NPFE shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s) or the Contract.

B. Insurance of NPFE. NPFE shall secure and maintain general liability insurance with the Academy listed as an additional insured. NPFE shall maintain insurance coverage in an amount and on such terms as are reasonably acceptable to the Academy Board and as required by the Contract, including the indemnification of the Academy provided by this Agreement. NPFE shall, upon written request, present evidence to the Academy that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to NPFE under NPFE's policy with its insurer(s).

C. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees. Any subcontractor of the Academy or NPFE must maintain workers' compensation insurance as required by law, covering their respective employees.

D. Other Insurances. Each party shall obtain Employer Practices Liability Insurance that does not exclude abuse, sexual molestation or sexual harassment. In addition, each party agrees to obtain a policy of general liability insurance for a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate and to be responsible for the payment of any deductible under the Policy(ies). The parties agree that any contract with a subcontractor shall contain similar insurance requirements.

E. Additional Insureds. Each party shall be named as an Additional Insured under all applicable policies to the extent permitted under the policies of insurance. All policies of insurance required herein shall provide that all additional insureds shall be notified in writing at least thirty (30) days prior to the modification or cancellation of any such policy and each party, to the extent reasonable, shall comply with the information and/or reporting requirements of the other's insurers.

ARTICLE XII WARRANTIES AND REPRESENTATIONS

A. Academy Warranties and Representations. The Academy Board represents that on behalf of and in the name of the Academy, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Academy Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. NPFE Warranties and Representations. NPFE warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. NPFE will comply with all registration and licensing requirements relating to conducting

business under this Agreement. The Board agrees to assist NPFE in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The Academy and NPFE mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XIII MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and NPFE on the subject matter hereof.

B. Force Majeure. Notwithstanding any other provision of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control.

C. Notices. All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to NPFE: New Paradigm for Education

With a copy to: _____

If to the Academy: Academy's Board President

With a copy to: George P. Butler
Dickinson Wright PLLC
500 Woodward Avenue, Suite 4000
Detroit, MI 48226

D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall

be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

E. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Academy Board and NPFE, and signed by a duly authorized officer. In addition, any modification to this Agreement must be submitted to GVSU prior to approval and execution.

G. Non-Waiver. No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. No Assignment. Neither party may, without the prior written consent of the other party, assign or transfer this agreement nor any obligation incurred hereunder and any attempt to do so in contravention of this Agreement shall be void and of no force and effect.

I. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Agreement shall nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if any provision of this agreement be modified by a court of competent jurisdiction such that it may be fully enforced, then that provision shall be fully enforced as modified.

J. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

K. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to NPFE any of the powers or authority of the Academy Board that are not subject to delegation by the Academy Board under Michigan law or the Contract.

L. Compliance with Law. The parties agree to comply with all applicable laws and regulations.

M. Warranties and Representations. Both the Academy and NPFE represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

N. Condition precedent. Notwithstanding anything in this Agreement to the contrary, the parties expressly agree and acknowledge that the effectiveness of this Agreement is expressly contingent upon the condition precedent that the Contract issued by the Authorizer to the Academy has been duly executed, delivered and continued by reauthorization or other effective process at all material times.

O. Unusual Events. The Academy and NPFE agree to immediately notify the other of any known or threatened health, safety or other event or incident, of any anticipated or known labor, employee or funding problems or any other problems or issues that could adversely affect the performance of this Agreement by either party.

P. Dispute Resolution Procedure. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in southeastern Michigan as mutually agreed by the parties. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The cost of arbitration, not including attorney fees, shall be split by the parties. Each party shall pay its own attorney fees and costs of experts.

Q. Modification to Conform to Changed GVSU Policies. The parties intend that this Agreement shall comply with all of GVSU's requirements and policies applicable to educational service providers, as the same may be amended or changed from time to time. In the event that changes in GVSU's requirements or policies applicable to educational service providers implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict with the revised policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised by GVSU of the changes to its policies.

R. Execution and Delivery. Each party represents and warrants to the other that it has undertaken all necessary corporate or organizational actions required to give it full power, authority and right to execute, deliver and perform its obligations under this Agreement and, that the individual signing this Agreement on its behalf is authorized to do so pursuant to its governing documents.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered as of the date first above written.

**DETROIT EDISON PUBLIC SCHOOL
ACADEMY CHADSEY/CONDON,**
a Michigan public school academy

By: Carine J. Hail
Name: Carine J. Hail
Its: Board President

NEW PARADIGM FOR EDUCATION, INC.,
a Michigan corporation

By: Ralph Bland
Name: Ralph Bland
Its: President and CEO

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Standards for Schools Serving from Kindergarten to Eighth Grade:

Standard #1: On the average of all MEAP tests administered or successor state test administered, the public school academy will meet or exceed the performance of its select peer district. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #2: On the average of all MEAP tests or successor state test administered, the public school academy will meet or exceed the performance of its compositional peer district. The comparison scores for the compositional peer district are populated by the weighted total of MEAP scores from those districts in which the PSA's students physically reside.

Standard #3: The public school academy will not average more than one-half a standard deviation below GVSU's MEAP or successor state test/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #4: The Fall to Spring growth rate of each grade and subject for all groups of pupils for which the administered nationally norm-referenced test is designed will fall at the fiftieth percentile or higher.

Standards for Schools Serving Students from Ninth to Twelfth Grade:

Standard #1: The public school academy will meet or exceed the performance of its select peer district's ACT composite or successor state test performance for all groups of pupils. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

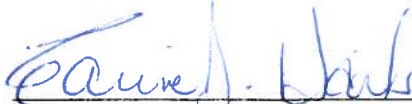
Standard #2: The public school academy will not average more than one-half a standard deviation below GVSU's ACT or successor state assessment/Free-Reduced Lunch regression model for all grades and subjects included in the model.

Standard #3: The public school academy will meet or exceed its select peer district's four-year adjusted cohort graduation rate. A select peer district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Standard #4: The public school academy will meet or exceed its select peer district's annual percent daily attendance for all grades as recorded by the MDE. A select peer

district is the school district Grand Valley State University identifies as a reasonable comparison district for the public school academy.

Date: 11-29-12


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the ^{CHOSEN}
COUNCIL Board of Directors at a properly noticed open meeting held on the 29 day of Nov, 2012, at which a quorum was present.


Board Secretary

SCHEDULE 7-2

CURRICULUM



NEW PARADIGM FOR EDUCATION

NATIONAL ADVISORY COUNCIL

Joel Klein
Former Chancellor
New York City Public Schools
New York City, NY

Sy Hiegal
Founder
Center of Education Innovation
Public Education Association
New York City, NY

Harvey Newman
Senior Fellow
Center for Educational Innovation
Public School Association
New York City, NY

Michael Druckman Chairman
Schools That Can
New York City, NY

Phil Perkins
Executive Director
Perkins Malo Hunter Foundation
Chicago, IL

Seth Andrews
Head of School
Democracy Prep Charter School
New York City, NY

Dr. Howard Fuller Director
The Institute for Transformation of
Learning
Milwaukee, WI

Rick Wertheimer Founder
City High Charter School
Philadelphia, PA

Robert Rau
Principal
Milwaukee College Prep Academy
Milwaukee, WI

Perry White
Founder
Citizens Academy
Cleveland, OH

New Paradigm College Prep will comply with the requirements of MCL 380.552(20). The Academy will submit a report to MDE, in a form or manner prescribed by the MDE, that reports the number of pupils enrolled in an online or distance learning program during the immediately preceding month.



**NEW PARADIGM
FOR EDUCATION**

FOR EDUCATION

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NPFE aims to provide an academic experience that offers a global perspective and continues the DEPSA learning culture of academic rigor, emphasis on character excellence, along with a focus on service to local and global communities.

The new school will utilize the SFA reading program (Success For All) currently used at DEPSA; students are assessed every eight weeks. The SFA curriculum provides a requirement of 90 minutes of uninterrupted reading daily, and one to one tutoring for struggling students in grades 1-5 on a daily basis. This tutorial program teaches students who do not yet have a basic reading foundation or decoding skills. The SFA programs consist of the following components:

- *STAR* (involves listening, retelling, and reading comprehension skills)
- *Early Learning* (thematic based/oral, listening, writing and literacy skills)
- *Eager to Read* (series of small booklets, preparing for reading and vocabulary)
- *Roots* (lessons emphasize decoding, sight words and cognitive strategies)
- *Wings* (comprehension and thinking skills, fluency and pleasure for reading)

The school will utilize the University of Chicago Math Program totaling 90 minutes of math instruction everyday. The curriculum provides the opportunity to experience real world problems and apply math in a meaningful way. The lesson guides afford detailed day by day lessons that promote games, manipulatives, basic facts, review, enrichment activities at home and an organization of content standard. The mathematics curriculum is based upon seven mathematical content strands that are closely related to the State framework:

- Operation and computation
- Numeration
- Patterns
- Functions and Algebra
- Data and Chance
- Measure and Reference Frames

- Geometry

The science curriculum will provide students with standard based instruction with the application of scientific concepts. Students will understand the following: life science, physical science, earth science, constructing new scientific knowledge and inquiry. We will employ the Scott Foresman curriculum supplemented by FOSS kits. All staff will work with a consultant to align the curriculum to the state framework in order to ensure concepts and skills are being taught at the correct grade level. Understanding will be built in this framework by utilizing hands-on experimentation. In addition, students have the opportunity to apply what they have learned to their own lives through this program.

The intended history/social studies program integrates listening, speaking, reading and writing on a daily basis. The curriculum follows clearly defined grade level expectations for: economics, the five themes of geography, history, civics and inquiry. The Houghton Mifflin and Teachers Curriculum Institute (TCI) Social Studies curriculum provide teachers with a resource kit that supports their teaching. In addition, the kit supports a multi-media and resource support program that includes: technology integration, unit resources, grade level resources, assessment options, research and writing projects, unit videos, a lesson planner and resource CD-ROM. Novel studies will also be used to teach the historical context of themes and significant events.

Similarly, the school curricular program will offer a course of instruction in music, physical education, instructional technology and/or the visual arts. The program will also foster in each student deep roots of understanding right from wrong, a sense of satisfaction stemming from facing tough challenges, an appreciation of the arts and an abiding commitment to personal fitness, and a desire to participate responsibly in a free democratic society.

Academic Assessment and Performance Curriculum

English Language Arts

Primary Standards	Michigan Curriculum Framework & Standards
Supplemental Standards	Grade Level Content Expectations
Common Core Standards	Four Strands, Media & Technology
Primary Curriculum	Success For All (SFA)
Supplemental Curriculum	F.A.S.T. Reading
Formative Assessment	Portfolios
Summative Assessment	SRA/NWEA or Performance Series & MEAP 3-8

Mathematics

Primary Standards	Michigan Curriculum Framework & Standards
Supplemental Standards	Grade Level Content Expectations
Common Core Standard	Math Standards, Clusters, Domains
Primary Curriculum	University of Chicago –Everyday Math
Supplemental Curriculum	Mathnasium
Formative Assessment	Portfolios, I can statements
Summative Assessment	NWEA or Performance Series & MEAP 3-8

Science

Primary Standards	Michigan Curriculum Framework & Standards
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Supplemental Standards	Grade Level Content Expectations
Primary Curriculum	Scott Foresman – Discover the Wonder Delta Education FOSS Kits
Supplemental Curriculum	Study Island
Formative Assessment	Scientific Process, experiments
Summative Assessment	MEAP 5 th and 8 th , quizzes, tests
Social Studies	
Primary Standards	Michigan Curriculum Framework & Standards
Supplemental Standards	Grade Level Content Expectations
Primary Curriculum	TCI
Supplemental Curriculum	Novels, Hillsdale Publishing
Formative Assessment	Projects, portfolios
Summative Assessment	MEAP 6 th , quizzes, tests

New Paradigm College Prep
Physical Education/Health Pacing Chart 2014/2015

Week	Year Level	Unit/Text Chapters	Area of Interaction	Significant/Key Concept	MYP Unit Question	MYP Objective	CCCS/NS GLCE's	Service Learning/ Special Celebrations
9/04-9/07	Year Level 1-3	Character Camp	Health and Social Education	Communication Balance			IB Learner Profiles	
9/10-9/21	Year Level 1-3	Physical Activity and Fitness	Approaches to learning	Setting realistic short- and long term fitness goals Effects of exercise on the body BMI	How can students reach appropriate fitness levels?	Learning the skills and techniques necessary to lead a healthy lifestyle	R.2 Strand 1 1.1 1.2 1.8 1.11	

New Paradigm College Prep
Physical Education/Health Pacing Chart 2014/2015

Week	Year Level	Unit/Text Chapters	Area of Interaction	Significant/Key Concept	MYP Unit Question	MYP Objective	CCCS/NS	Service Learning/ Special Celebrations
09/24-10/05	Year Level 1-3	Body Systems: Skeletal and Muscular	Health and Social Education	Structure, function and care if the skeletal system Function and structure of the muscular system	What are healthful behaviors to keep your skeletal and muscular system healthy?	Students will demonstrate the understanding of healthful decisions and behaviors in relation to the care the muscular and skeletal system	R.2	

Week	Year Level	Unit/Text Chapters	Area of Interaction	Significant/Key Concept	MYP Unit Question	MYP Objective	CCCS/NS	Service Learning/ Special Celebrations
10/08-10/19	Year Level 1-3	Body Systems: Circulatory and Respiratory	Health and Social Education	-Structures and function of the circulatory and respiratory system -Keeping the	What are healthful behaviors to keep your circulatory	Students will demonstrate the understanding of healthful	R.2	

New Paradigm College Prep
Physical Education/Health Pacing Chart 2014/2015

		System		circulatory and respiratory system healthy	and respiratory system healthy?	decisions and behaviors in relation to the care the muscular and skeletal system		
10/22-11/02	Year Level 1-3	Physical Fitness Testing	Health and Social Education	Muscle endurance Muscle strength Cardiovascular fitness	How does my physical fitness make an impact on my daily life?	Students will participate in fitness testing to evaluate students' personal fitness level	K.HR.06.02 K.HR.06.03 K.HR.06.04 K.HR.06.07	
11/05-11/16	Year Level 1-3	Lifelong Activity: Team Handball	Health and Social Education	Teamwork Social Interaction Organization of sport Following rules and sports expectations	What is at the core of good teamwork?	Promoting fair play, cooperative learning, teamwork, equal opportunity, tolerance and respect for others through physical activity	M.MS.07.05 K.PS.07.01 K.PS.07.01 K.ID.07.01	

New Paradigm College Prep
Physical Education/Health Pacing Chart 2014/2015

Week	Year Level	Unit/Text Chapters	Area of Interaction	Significant/Key Concept	MYP Unit Question	MYP Objective	CCCS/NS	Service Learning/ Special Celebrations
11/19-12/07	Year Level 1-3	Lifelong Activities: Badminton	Health and Social Education	Demonstration of Basic Skills and techniques for participation in badminton Social Interaction Following Rules and sport expectations	How do physical activities impact my daily life?	Promoting fair play, cooperative learning, teamwork, equal opportunity, tolerance and respect for others through physical activity	M.NG.07.01 M.NG.07.02 K.MC.07.15 K.NG.07.02	
12/10-12/21	Year Level 1-3	Lifelong Activity: Floor Hockey	Health and Social Education	Promoting fair play, cooperative learning, teamwork, equal opportunity, tolerance and respect for others through physical activity	How do physical activities impact my daily life?	Promoting fair play, cooperative learning, teamwork, equal opportunity, tolerance and respect for others through physical activity	M.MS.07.05 K.PS.07.01 K.PS.07.01 K.ID.07.01	

New Paradigm College Prep
Physical Education/Health Pacing Chart 2014/2015

01/07-01/18	Year Level 1-3	Lifelong Activity: Soccer	Health and Social Education	Teamwork Social Interaction Organization of sport Following rules and sports expectations	What is at the core of good teamwork?	Promoting fair play, cooperative learning, teamwork, equal opportunity, tolerance and respect for others through physical activity	M.MS.07.05 K.PS.07.01 K.PS.07.01 K.ID.07.01	
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Week	Year Level	Unit/Text Chapters	Area of Interaction	Significant/Key Concept	MYP Unit Question	MYP Objective	CCCS/NS	Service Learning/ Special Celebrations
01/21-02-08	Year Level 1-3	Nutrition/ Healthy Food Choices	Health and Social Education	Healthy Food Decisions Nutrients	How can making better choices in my diet positively affect my overall health?	To develop health decision making skills in order to develop a complete and balanced lifestyle.	W.2.a W.2.b Strand 5 5.1-5.7	Students will adapt their favorite recipes in order to make them more healthy. They will then create a DEPSA healthy cookbook to present to the

New Paradigm College Prep
Physical Education/Health Pacing Chart 2014/2015

								community.
02/11-02/22	Year Level 1-3	Environmental Health	Environment	Environmental Health: pollution Factors that affect the environment	How do everyday decisions effect the environment that surrounds us?	Students will demonstrate the understanding of healthful decisions in relation to the health of the environment that surrounds them	R.2 W.2.a W.2.b	
03/04-03/15	Year Level 1-3	Community and Service Project	Environment Health and Social Education	Health factors effecting our community	How can I contribute to the community and help others?	To promote a safer and healthier lifestyle for the community that surrounds them.	W.2.a W.2.b Strand 5 5.1-5.7	Creating informational brochures for the school and community on areas of health that students feel there is a need
03/18-03/28	Year Level 1-3	Physical Fitness/ Aerobics	Health and Social Education	Cardiovascular fitness Effects of exercise on the body	How can students reach appropriate fitness levels?	Learning the skills and techniques necessary to lead a healthy lifestyle	R.2 Strand 1 1.1 1.2 1.8 1.11	Students will break into groups and develop a 5 minute aerobic/dance routine and present it to the class.

New Paradigm College Prep
Physical Education/Health Pacing Chart 2014/2015

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Week	Year Level	Unit/Text Chapters	Area of Interaction	Significant/Key Concept	MYP Unit Question	MYP Objective	CCCS/NS	Service Learning/ Special Celebrations
04/08-04/19	Year Level 1-3	Lifelong Activity: Soccer	Health and Social Education	Teamwork Social Interaction Organization of sport Following rules and sports expectations	What is at the core of good teamwork?	Promoting fair play, cooperative learning, teamwork, equal opportunity, tolerance and respect for others through physical activity	M.MS.07.05 K.PS.07.01 K.PS.07.01 K.ID.07.01	

New Paradigm College Prep
Physical Education/Health Pacing Chart 2014/2015

04/22-05/03	Year Level 1-3	Team Sport: Baseball/Kick ball	Health and Social Education	Teamwork Social Interaction Organization of sport Following rules and sports expectations	What is at the core of good teamwork?	Promoting fair play, cooperative learning, teamwork, equal opportunity, tolerance and respect for others through physical activity	M.MS.07.05 K.PS.07.01 K.PS.07.01 K.ID.07.01	
05/06-05/23	Year Level 1-3	Creative Games Unit	Health and Social Education	Demonstration of Basic Skills and techniques for participation in badminton Social Interaction Following Rules and sport expectations	How do physical activities impact my daily life?	Promoting fair play, cooperative learning, teamwork, equal opportunity, tolerance and respect for others through physical activity	M.NG.07.01 M.NG.07.02 K.MC.07.15 K.NG.07.02	

Week	Year Level	Unit/Text Chapters	Area of Interaction	Significant/Key Concept	MYP Unit Question	MYP Objective	CCCS/NS	Service Learning/ Special
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New Paradigm College Prep
Physical Education/Health Pacing Chart 2014/2015

								Celebrations
05/29-06/14	Year Level 1-3	Physical Fitness Testing	Health and Social Education	Muscle endurance Muscle strength Cardiovascular fitness	How does my physical fitness make an impact on my daily life?	Students will participate in fitness testing to evaluate students' personal fitness level	K.HR.06.02 K.HR.06.03 K.HR.06.04 K.HR.06.07	
9/17								
9/24								

SCHEDULE 7-3

STAFF RESPONSIBILITIES



NEW PARADIGM FOR EDUCATION

NATIONAL ADVISORY COUNCIL

Joel Klein
Former Chancellor
New York City Public Schools
New York City, NY

Sy Flegal
Founder
Center of Education Innovation
Public Education Association
New York City, NY

Harvey Newman
Senior Fellow
Center for Educational Innovation
Public School Association
New York City, NY

Michael Druckman Chairman
Schools That Can
New York City, NY

Phil Perkins
Executive Director
Perkins Malo Hunter Foundation
Chicago, IL

Seth Andrews
Head of School
Democracy Prep Charter School
New York City, NY

Dr. Howard Fuller Director
The Institute for Transformation of
Learning
Milwaukee, WI

Rick Wertheimer Founder
City High Charter School
Philadelphia, PA

Robert Rau
Principal
Milwaukee College Prep Academy
Milwaukee, WI

Perry White
Founder
Citizens Academy
Cleveland, OH

February 20, 2013

To Whom It May Concern:

"Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use non certificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246."

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.



NEW PARADIGM FOR EDUCATION

JOB TITLE: Principal

Job Goal: Under the direction of the District Superintendent/Director, the school Principal shall serve as the instructional and administrative leader.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Directs the overall activities of planning, developing, implementing, and evaluating school's instructional and staff developmental programs with a special focus on Testing Programs
- Directs the planning for and coordinates implementation to special, federal and state-funded projects to ensure compliance and to meet students' needs
- Supervises the selection of textbooks, materials, and equipment needed in the instructional programs
- Coordinates the local and state student assessment program for the school and directs programs to improve students performance
- Recommends and directs committees and task teams as needed
- Assists in the preparation of timely school reports to present to the Board of Directors
- Provides leadership in curriculum, instruction, staff development and administration
- Supervises the development, implementation and monitoring of after school and summer plans and programs
- Maintains liaison with social, professional, civic, volunteer, and other community agencies and groups having an interest in the school
- Develops, recommends, and administers the division budget
- Plans, evaluates, and recommends programs, policies, goals and objectives in area of responsibility
- Supervises the instructional program, and evaluates, develops, and reviews the curricular offerings and instructional program of the school
- Trains, supervises, and evaluates personnel assigned to area of responsibility
- Assists in the interview, selection and assignment of personnel, certificated and classified employees
- Recommends and implements programs, and in modification and utilization of the building, physical facilities, and school playgrounds
- Conducts a community relations program and coordinates it with the district program
- Organizes and works with a school advisory committee within policy
- Conducts a program of in-service education for assigned personnel
- Conducts meeting of the staff as are necessary to the proper functioning of the school
- Insures that all school board and administration policies are effectively explained and implemented
- Recommends requisitions and adequate supplies and equipment
- Submits such reports and records as required by law, Board policies, and administrative directives
- Supervises building custodial care
- Performs all other duties assigned by the Superintendent/Director



NEW PARADIGM FOR EDUCATION

REPORTING

To report to the school Superintendent/Director, except as may be delegated by such. Activities that involve any business contractual agreements or monetary cost over \$1,000 a month must be pre-approved by the Superintendent/Director. Any new policies or school programs must be pre-approved by the Superintendent first and presented to the Board of Directors for final approval.

EXCLUSIONS

The responsibility does not include hiring or firing of staff. All purchases must be pre-approved by the Business Manager. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days (which is 10 days during the entire school year), staff promotions, staff transfers or assignments, school closing, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements on behalf of Detroit Edison Public School Academy and/or Representation of the Executive Director unless specifically delegated by the Executive Director/Superintendent in writing.

CONFIDENTIALITY OF INFORMATION

The Principal shall keep confidential and not disclose or make any use of, except for New Paradigm for Education benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets, formulae, methods, techniques, computations, knowledge, data or other information of New Paradigm for Education, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names or addresses, student parents' names or addresses, forecasts, marketing plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials, or other confidential information or subject matter pertaining to the school's business, or any of its clients, customers, students, parents, consultants, suppliers or affiliates, which a Covenantant may produce, use, view or otherwise acquire during while engaged pursuant to this Agreement.

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or responsibility required.

EDUCATION AND EXPERIENCE: Bachelor's degree from a recognized university or college in the USA in Education or any related field, a minimum of three years teaching experience in any school system in the USA, preferably in a public school setting, experience in school Administration with a valid School Administrator Certificate recognized by the Michigan Department of Education, and relative experience in community leadership and staff supervision

LEADERSHIP SKILLS: Ability to supervise and be the custodian of a large and diverse number of students, staff, and school community, a positive communicator and innovative leader, a change agent and visionary, a proactive and reactive leader, a visible and inspiring leader, a teacher and life-long learner, a strong ability to work under severe pressure, ability to adapt to the various demands of the job, and ability to work long hours.



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LANGUAGE SKILLS: Strong communication skills which include ability to speak, read and write effectively, ability to research new techniques, programs, and communicate back to the school community.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

OTHER SKILLS and ABILITIES: Excellent communication skills, strong time management skills, and strong background in computerized office (IBM word processing, spreadsheet, excel, internet, Powerpoint, etc.)

PHYSICAL DEMAND: The physical demands described here are representative of those that must be met by a master leader to successfully perform the essential functions of this job

The principal must occasionally lift and/or move up to 25 pounds.



**NEW PARADIGM
FOR EDUCATION**

Assistant Principal

BASIC FUNCTION:

Assist the Principal to provide for proper instruction and supervision of students and staff in accordance with the stated mission and goals of the Academy by performing the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Academics

- Assists the Principal in the supervision of student discipline and oversees the implementation of the classroom and school discipline policies.
- Assists in providing students with counseling, guidance and proper supervision as needed.
- Assists in issuing disciplinary detentions and suspensions up to three days. Suspensions for more than three days must be referred to the Principal.
- Supervises and handles all building and facility maintenance program and complaints. Develops a staff complaint reporting system.
- Assists the Principal in developing, supervising and evaluating the Academy's instructional programs and recommending such changes and improvements as may be needed, including the formulation of curriculum objectives and selection, development and revision of curriculum materials.
- Assists in the supervision of scheduling of the curriculum, teachers and students.
- Assists in the coordination of staff and student-mentoring program.
- Assists in monitoring the daily operation of all classrooms and subjects.
- Assists in the coordination of the standardized testing.
- Assists in reviewing report cards and progress reports.
- Assists in the staff training and development programs and schedule.
- Assists in providing for effective communication and relations between the administration and staff, and for building staff morale.
- Coordinates the School Athletic Programs.
- Assists in the coordination of all school meetings and staff committees.
- Writes and issues reports as needed.
- Assists in school fairs as may be directed by the Principal.
- Assists in the coordination of Parent-Teacher Conferences.
- Attends staff meetings and training sessions as may be needed.
- Establishes and maintains positive interpersonal relationships with all children, parent/guardians and fellow staff.
- Establishes and maintains positive team spirit among all staff and the Superintendent.
- Adheres to all established policies, procedures and code of ethics.
- Performs all duties with quality, efficiency and loyalty to the school and its management.
- Performs other duties as may be assigned by the Principal, the Executive Director/Superintendent, or her designee.



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- Attends all school events and activities as may be directed by the Principal or Executive Director/Superintendent, such as Parent-Teacher conferences, Open Houses, Orientations, meetings, etc.

Building Safety

- Coordinates the school-wide safety program
- Formulates general safety policies and procedures to be followed in the academy in compliance with local, state and federal Occupational Safety and Health Administration (OSHA) rules and regulations.
- Prepares fire and tornado drill schedule and oversees its implementation.
- Schedules busing and field trip scheduling of students as may be directed by the Principal or Superintendent.
- Participates in the investigation and recording of accidents and injuries on academy premises.
- Reports to the Principal accident reports required by regulatory agencies.
- Consults with all departments on use of equipment, fire prevention and safety program.
- Oversees the coordination and supervision of the student Safety Patrol Program.

Students

- Supervises students during lunch, arrival, and dismissal.

Staff

- Assists in the recruitment and interviewing of qualified teachers. Recommends hiring, placement, and transfer of teachers.
- Assists in conducting staff meetings related to the curriculum or committees.
- Assists in the supervision and evaluation of the staff performance.
- Back up the Principal and/or Coordinator of the Bilingual and Tutorial Program during their absence and/or as needed.
- Provides assistance to the Superintendent or Directors as may be needed.

Communication, Community Relations and Activities

- Inform parents, staff and students about special events and activities. Write memos to staff and parents as needed. Inform staff about Open House requirements. Serve on School Improvement Plan and Total Quality Management Committees.

Reporting

- To report directly to the Principal, except as may be delegated by Superintendent. The Assistant Principal is employed by New Paradigm For Education.

Approvals

All activities must be pre-approved by the Principal before their final implementation or as may be delegated by him/her or by the Superintendent in writing.



NEW PARADIGM FOR EDUCATION

Exclusions

- The responsibility does not include hiring or firing staff. All purchases must be pre-approved by the Superintendent. The responsibility does not include making decisions regarding staff benefits, payroll, approval of their vacation days or their absence beyond the maximum allowed sick/personal days off (which is 10 days during the entire school year), staff promotions, staff transfers or assignments, school closing, facility use and key distribution and copying, making business or legal contractual and/or consulting agreements.

Skills

- Oral Communication Skills, Written Communication Skills, Interpersonal Communication Skills, Diplomacy, Math Aptitude, Organization, Planning, Professionalism, Reading Skills, Computer Literacy, Keyboard Skills, Time Management.

Education and Experience:

- Degree: Bachelor's Degree in Education or related academic field, a minimum of (3) years teaching and/or Administrative experience.
- Michigan Administrators Certificate preferred

CONFIDENTIALITY OF INFORMATION

The Employee shall keep confidential and not disclose, or make any use of, except for the Company's or Detroit Edison Public Schools Academy & New Paradigm for Education benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets formulated, methods, techniques, computations knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names and addresses, student parent's names and addresses, forecast marking plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials or other confidential information or subject matter pertaining to the Company's or school's business or any of its clients, customers students, parents consultants, suppliers or affiliates, which may produce, use, view or otherwise acquire during or while engaged pursuant to this Agreement.



Administrative Assistant

Under the direction of the Assigned Administrator, The Administrative Assistant will compile and keep records, issue records, issue reports, and otherwise relieve officials of clerical work and minor administrative and office details by performing the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES :

- Assist the Admissions Officer in managing the main school office and handle all student enrollment packets, files, correspondence, and reports as may be required by the local; and state authorities as well as the authorizers, school board and the Executive Director.
- Assisting the Admissions Officer with student admissions and reporting requirements.
- Input into the computer and keep up-to-date all student immunization data and records.
- Record and keep student and staff attendance, student tardy early dismissal, visitor's record, staff time cards and substitutes and generate reports as needed by the Executive Director and the Principal to meet the requirements of the local and state authorities.
- Input school data and records into the computer and generate statistical reports: Enrollment, transportation purchases, directories (student and parents, staff, and vendors), and attendance.
- Review, route and respond to incoming mail. Locate and attach appropriate file to correspondence to be answered by supervisor.
- Take dictation and transcribe notes on computer, or transcribes from voice mail recordings.
- Compose type and translate to Arabic routine correspondence to parents.
- Handle phone calling of parents, suppliers, and request for information. Check phone messages three times daily.
- Schedule appointments for the Principal or Vice Principal.
- Prepare outgoing mail.
- Report to the Principal all complaints related to maintenance facility, supply needs discipline and keep records of all these complaints and action.
- Order office and classroom supplies, follow-up with purchase orders and packing slips, and receiving of purchases. Book supplies must be reviewed and followed up with by the Assistant Principal.
- Do inventory of office supplies and furniture.
- Handle copy machine maintenance and records.
- Keep supply rooms well organized.
- Ancillary duties as assigned y the Superintendent or his designee



Administrative Assistant

REPORTING

Report directly to the Administrator assigned to the academy. In this instance, reporting may be referred to a member of the Executive Team. The Administrative Assistant is employed by New Paradigm For Education.

APPROVALS

All activities must be pre-approved by the Principal before their final implementation. Activities that involve any business contractual agreements or monetary cost must be pre-approved by the Director of Finance

ECLUSIONS

The responsibility does not include supervision of staff. Staff supervision issues should be referred directly to an Administrator. The responsibilities does not include student or staff counseling student disciplining and/or Representation of the Executive Administration unless specifically delegated by the Superintendent in writing.

CONFIDENTIALITY OF INFORMATION

The Employee shall keep confidential and not disclose, or make any use of, except for the Company's or Detroit Edison Public Schools Academy & New Paradigm for Education benefit, at any time, either during or subsequent to the termination of the Employment Contract Agreement, any trade secrets formulated, methods, techniques, computations knowledge, data or other information of the Company and schools relating to products, processes, know-how, marketing, teaching, selling ideas, selling concepts, equipping processes, customer lists, student names and addresses, student parent's names and addresses, forecast marking plans, strategies, pricing strategies, computer programs and copyrightable or patentable materials or other confidential information or subject matter pertaining to the Company's or school's business or any of its clients, customers students, parents consultants, suppliers or affiliates, which may produce, use, view or otherwise acquire during or while engaged pursuant to this Agreement.



Mathematics Curriculum Coordinator/Coach

The role of Mathematics Curriculum Coordinator/ Coach is to support the planning and implementation of the school wide programs that is consistent with State Standards. The Mathematic Curriculum models and promotes a process approach to writing and reading that spans all areas of the curriculum. The Mathematic Curriculum Coordinator/Coach plans for the professional development of all staff in the area of mathematic.

The Mathematic Curriculum Coordinator/Coach should process all of the qualities expected of general teacher in the areas of curriculum, instruction, assessment, classroom management, professional responsibilities, professional relationships, family involvement, and school community. The Mathematic Curriculum Coordinator/Coach reports to the Director of Curriculum. The Mathematics Curriculum Coordinator/Coach is employed by New Paradigm For Education.

Curriculum, Instruction and Assessment:

- Understand and plan for the use of prompts and rubrics for both instruction assessment of mathematics
- Understand the strands, process, and vocabulary of mathematics
- Understand math content through high school algebra and geometry
- Keep current with trends, pedagogy, and current publications in mathematics education
- Have sufficient content knowledge to be comfortable with open-ended math content in which students are actively learning math through exploration and problem and problem solving
- Serve, in coordination with the principal and leadership team, as a problem solver in all matters affecting math instruction
- Provide the instructional leadership necessary to develop proficiency in the teaching of mathematics and success in the implementation of Everyday Mathematic training
- Demonstrates an interest in or understand of Everyday Mathematic
- Be willing to participate in professional development sessions and to visit sites that have successfully implemented the program
- Be comfortable in student-directed classroom in which students are working together, conversing, using material, and participating in exploration centers
- Demonstrate the ability to develop a math concept with manipulative
- Model effective math lessons for staff
- Observe math classes throughout the academy in order to assess professional-development sessions as needed
- Conduct regular math pedagogy meetings with specific goals and full participation by all math teachers
- Model effective use of the computer in math instruction and have experience integrating technology tools into math curriculum



Communication:

- Communicate the goals of the Everyday Mathematic program to faculty and parents
- Communicate with the Curriculum Director on matters relating to materials, professional development, math assessment, and anything else pertaining to math program implementation
- Communicate with math specialist from other academies
- Coordinate local and state math assessments by organizing distributing and explain the assessment process to math teachers
- Read and distribute to the staff pertinent articles from NCTM publications or other profession math education journals

Materials Organization and Distribution:

- Plan and execute the initial distribution of math materials to the staff during the summer, under the supervision of the Director Curriculum
- Keep up-to-date inventory of math materials and organize orders to replace lost or damage books and materials throughout the year
- Develop a checkout system for shared materials
- Organize orders in the spring to replace consumables
- Organize suggestions from staff and make recommendations to Director of Curriculum for additional materials purchases

Assessment:

- Assist with MEAP testing, proctoring cleanup and packing
- Analyze Student Pearson data to share with Teams
- Analyze MEAP/MAT 8 data to share with Teams
- Analyze data and create assessment from PA Series
- Create final exam assessment and analyze results
- Create or update Pearson assessments for all grades
- Analyze SRI data and share with the Team
- Analyze QAS data and share with the Team
- Forecast, analyze and create plans for teachers based on data

Assessment continuation:

- Utilize data to update pacing charts or guide embedding plans
- Monitors student progress through regular classroom assessment
- Maintain records of student progress from all assessment



NEW PARADIGM FOR EDUCATION

- Model and provide guidance for all teachers in instructional strategies of reading comprehension built around prediction, summarizing, decoding practice, vocabulary development, and story-related writing
- Promote the effective use of the writing process in all areas of instruction
- Promote the effective implementation of the writing workshop instructional model for status of the class, mini-lesson, writing, and conferencing time, and group sharing
- Utilize data to create If Then statement or Future predictions
- Provide leadership in setting and coordinate writing goals, modeling the effective use of meaningful writing prompts and clear rubrics for writing assignments
- Guide and support Math Teachers in the effective use of writing prompts for literature-related writing
- Guide and support content teachers to include math strategies and principles in all curriculum

Other:

- Organize curriculum and materials needed for summer school
- Culture of Achievement Activities
- Support other curriculum team members
- Substitute when needed
- Any ancillary responsibilities assigned by Superintendent

Education:

- Candidate must be certified
- Have no less than 5 years teaching experience

Other:

- Ancillary Duties as assigned

CONFIDENTIALITY OF INFORMATION

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Reading and Writing Curriculum/ Coach

The role of the Reading and Writing Curriculum Coordinator/Coach is to support the planning and implementation of the school wide program that is consistent with State Standards. The Curriculum Coordinator models and promotes a process approach to writing and reading that spans all areas of the curriculum. The CC plans for professional development of all staff in the area of reading and writing.

The Reading and Writing Curriculum Coordinator/ Coach should possess all of the qualities expected of a general teacher in the areas of curriculum, instruction, assessment, classroom management, professional responsibilities, professional relationships, family involvement and school community. The Reading and Writing Curriculum/Coach is employed by New Paradigm For Education.

Curriculum:

- Promote writing program as the main vehicle for writing instruction in all grades.
- Understand that listening, speaking, reading, and writing are inherently connected.
- Understand that the development of writing skills are accomplished through appropriate direct instruction within a language-rich learning environment
- Understand Write Traits and Step Up To Writing process
- Understand students' stages of development as writers
- Understand students' stages of development as spellers
- Understand and plan or the integration of writing instruction and application across all curriculum areas
- Understand and plan for the use of prompts and rubrics for both instruction and assessment of writing
- Understand and plan for the development of the student portfolio assessment system
- Coordinator must know the implementation progress of each teacher and the success of the students in each classroom. They must provide support for the continual improvement of curriculum implementation, the monitoring of student progress, and planning interventions for individual students
- Coordinator will provide professional development, help with problem solving, and deliver program updates
- Coordinator will conduct classroom observations and provide feedback, teach model lessons, teach reading/writing classes to release teachers to observe their peers, and conduct mini-training session
- Coordinate must monitor the pacing within lessons to ensure that teacher are making the best instructional decisions in the use of their time



NEW PARADIGM FOR EDUCATION

- Coordinator will maintain a positive working relationship with teachers
- Coordinator must assess students to track progress and to create reading groups
- Coordinator will monitor Quarterly Assessment Summary Forms, Fast-track Phonics, Class Assessment Forms, and other data collected by teachers during reading class
- Coordinator is a member of the Solutions Team

Curriculum continuation:

- Coordinator also refers any students who exhibit problems at the end of the quarterly assessment period for case discussion
- Coordinator possess a strong understanding of the reading process, particularly strategic reading, comprehension, the application of comprehension skills, early reading and phonics
- Coordinator demonstrates an understanding of the Success for All reading components and Junior Academy Reading Program as they relate to State Standard

Instruction:

- Serve, in coordination with the with the Superintendent and Director of Curriculum, as a problem solver in affecting implementation of an integrated writing program
- Promote, support and model integrated writing instruction and application across all curriculum areas
- Support, model, and promote a process approach to writing
- Support, model, promote the use of the writing workshop and the use of integrated mini-lessons for skill development
- Demonstrate use of writing lesson to focus skill development
- Support, model, and promote the use of prompts and rubric for both instruction and assessment of writing
- Coordinate the implementation of portfolio assessment ethics instruction with goals of school wide climate and discipline program or activities
- Help identify and arrange for the use of resources outside the school
- Coordinate the writing assessment Academy wide by organizing teachers to give and analyze test results
- Model effective use of the computer n content area instruction
- Assist in the development of school and Academy schedule that provide for 90-minute, uninterrupted blocks for reading instruction
- Coordinate school wide initial and quarterly student assessments
- Train and supervise tutors in the administration of quarterly assessments
- Analyze results of initial and quarterly assessments



NEW PARADIGM FOR EDUCATION

- Maintain longitudinal data on student's achievement in reading, utilizing the Pearson and Inform database
- Coordinate and monitor the assignment of students and teachers to appropriate reading groups
- Assign students to tutoring
- Organize the daily schedule of tutors
- Monitor student's progress in the tutoring program staffing
- Coordinate and conduct regularly schedule professional development activities for teachers and provided tutors to facilitate the implementation on *Success for All*
- Conduct regular observation of teacher and tutors, and provide them with constructive feedback, which facilitates the implementation of *Success for All*
- Promote common Academy and House goals in reading to improve instruction and advance student achievement
- Coordinate schedules that provide opportunities for teachers to model components of *Success for All* and cooperative-learning strategies to other teachers and tutors
- Coordinate the training of new staff members regarding their role in Success for All
- Possess a strong background in and have practical experience with cooperative-learning

Communication:

- Conduct regular reading meetings with specific goals and full participation by academies, houses, teachers, and tutors
- Disseminate *Success for All* information and updated to the staff
- Organize coordinate, and review the teacher-tutor weekly communication process
- Communicate school reading and pedagogy issues with the Director Of Curriculum
- Communicate with Director of Curriculum, instruction, and assessment on matters relating to materials, professional development, reading assessment, and anything else pertaining to Reading and Writing Program implementation
- Parent communication to explain growth with assessment. i.e., MEAP, SRI, Writing and Language Arts Assessments
- Coordinate activities and disseminate information and materials that provide parents with opportunities to learn about their roles in their children's development as readers
- Coordinate events and disseminate information to provide the community with opportunities to sport the school's implementation of *Success for All*
- Coordinate local, state, and PA Series, Pearson Benchmark Reading Assessments by creating, organizing, disturbing, and explaining the assessment and scoring process to reading teachers
- Communicate with AP's about the progress or concerns about teachers and students



Materials Organization and Distribution:

- Coordinator must order, organize, and distribute materials as needed
- Plan and execute the initial distribution of classroom materials to the staff
- Coordinate with the Media specialist the inclusion of supplemental content area resources (books, videos, etc.) in the central library start-up orders placed during the fall of year one
- Keep up-to-date inventory materials and organize orders to replace lost or damaged books and materials throughout the year
- Develop a checkout system for shared materials
- Organize orders in the spring to replace consumables
- Organize suggestions from staff and make recommendations for additional materials purchases

Assessment:

- Assist with MEAP testing, proctoring cleanup and packing
- Analyze Student Pearson data to share with Teams
- Analyze MEAP/MAT 8 data to share with Teams
- Analyze data and create assessment from PA Series
- Create final exam assessment and analyze results
- Create or update Pearson assessments for all grades
- Analyze SRI data and share with the Team
- Analyze QAS data and share with the Team
- Forecast, analyze and create plans for teachers based on data

Assessment continuation:

- Utilize data to update pacing charts or guide embedding plans
- Monitor student progress through regular classroom assessment
- Maintain records of student progress from all assessment
- Model and provide guidance for all teachers in instructional strategies of reading comprehension built around prediction, summarizing, decoding practice, vocabulary development, and story-related writing
- Promote the effective use of the writing process in all areas of instruction
- Promote the effective implementation of the writing workshop instructional model for status of the class, mini-lesson, writing, and conferencing time, and group sharing
- Utilize data to create If Then statement or Future predictions
- Provide leadership in setting and coordinate writing goals, modeling the effective use of meaningful writing prompts and clear rubrics for writing assignments



NEW PARADIGM FOR EDUCATION

- Guide and support Reading/Language Arts Teachers in the effective use of writing prompts for literature-related writing
- Guide and support content teachers to include reading/language arts instructional strategies and principles in all curriculum

Other:

- Organize curriculum and materials needed for summer school
- Culture of Achievement Activities (i.e., Scripts Howard Spelling Bee, Writing Contest, Student Treasure Booklets, Read Respond parades and incentives, Reading Rallies, and Data Walls,)
- Support other curriculum team members
- Work closely with SFA Support Person
- Substitute when needed
- Any ancillary responsibilities assigned by Superintendent

Education:

- Candidate must be certified
- Have no less than 5 years teaching experience

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Science Curriculum Coordinator/Coach

The role of Science Curriculum Coordinator/Coach is to support the planning and implementation of the School wide programs that is consistent with State Standards. The Science Curriculum models and promotes a process approach to science that spans all area of the curriculum. The Science Curriculum Coordinator/Coach/Coach plans for the professional development of all staff in the area of science. The Science Curriculum Coordinator/Coach is employed by New Paradigm For Education.

The Science Curriculum Coordinator/Coach serves as instructional and organization leader for the school in the field of science. The Science Curriculum Coordinator/Coach possess all of the qualities expected in the area or curriculum, instruction, assessment, classroom management, professional responsibilities, professional relationships, family involvement, and school community. In addition, the Science Curriculum Coordinator/Coach should:

Curriculum, Instruction and Assessment:

- Possess a strong understanding of the scientific process, particularly hypothesis formation and testing
- Possess a strong understanding of biology, chemistry, physics, and earth and space science
- Understanding and promote the nature, goal, and process of science programs in primary, elementary and junior academics
- Keep current with issues, events, problems or topics of importance in science
- Understand the nature, goal, and process of mathematic programs
- Understand the nature, goals, and process of study skills programs and how to implement the study skills curriculum as an integral part of science instruction
- Serve in coordination with the AP and leadership team members as a problem solver in all matters affecting science instruction
- Possess a strong background in and have practical experience with cooperative-learning and hands on classroom investigations
- Model the curriculum's pedagogical foundation, the 5E's constructive method (engage, explore, explain, elaborate, evaluate), for science teachers
- Model scientific thinking for students and staff, especially the skills of scientific inquiry, curiosity, openness to new ideas and, data, and skepticism that characterized science/pursue the coordination of mathematics and science curriculum on a school wide basis
- Conduct regular ,purposeful science pedagogy meetings that are characterized by full participation by science staff members and specific goals that mainly focus on improving the science staff's mastery of content, pedagogy, and assessment in science
- Observe and be observed by colleagues and discuss, in a frank, sensitive, and proper manner, professional strengths and weakness
- Model effective use of technology, including but not limited to computers, in science instruction and help science teachers learn how to use technology effectively in their classes
- Integrate writing in the science curriculum, encourage science teacher to use writing in their classrooms and provide opportunities to help science teachers learn how to teach students to use writing in science class effectively



NEW PARADIGM FOR EDUCATION

- Coordinate school wide activities such as science fair, science museum, and nature center
- Help identify and arrange for the use of resources outside the school
- Be cognizant of ethics of science and help resolve conflict in this area
- Support standards and objectives through effective instructions, vigorous planning and evaluation of how the science curriculum is implemented, and supportive communication of concerns
- Coordinate local, state, national science assessments academy wide by organizing the assessment, analyzing the results, and working with science faculty, Science Curriculum Coordinator/Coach, to improve science curriculum, instruction and assessment
- Communicate the goals, pedagogical rational, and characteristics of science curriculum to faculty and parents
- Contribute scientific thinking and appreciation to culture within the school and within the community, share ideas from classroom to classroom, house to house
- Communicate school science issues with the director of curriculum
- Elicit contributions and cooperation in identifying problems and issues in science instruction and work to reach consensus among staff on priorities, resources, and solutions

Materials Organization and Distribution:

- Plan and execute the initial distribution of science materials to the staff during the summer, under the supervision of the Director of Curriculum
- Keep up-to-date inventory of science materials and organize orders to replace lost or damage books and materials throughout the year
- Develop a checkout system for shared materials
- Organize orders in the spring to replace consumables
- Organize suggestions from staff and make recommendations to Director of Curriculum for additional materials purchases

Qualifications & Requirements

- Master's degree in Education Leadership or related field.
- Belief that all students, regardless of race, socio-economic status, family background, or past academic performance can succeed academically; passion for urban children and their families.
- Strong interest in reforming public education; previous experience with schools or charter management organizations is preferred.
- Strong analytic and research skills. Can perform rigorous statistical analysis of data.
- Advanced written and oral communication skills. Can explain statistical analysis in laymen's terms so that data is easily used to inform organizational decisions.
- Strong interpersonal skills, with ability to build trust among diverse groups.
- Strong team member who is willing to invest time and energy to help others succeed without regard to emotional or personal intervention.
- Strong sense of integrity and drive to achieve. All candidates should be self-starters and interested in working in a fast-paced, startup environment.

Other:

- Ancillary Duties as assigned



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Teacher

To create a flexible elementary grade program and a class environment favorable to learning and personal growth; to establish effective rapport with students; to motivate students to develop skills, attitudes and knowledge needed to provide a good foundation for upper elementary grade education in accordance with each student's ability; to establish good relationships with parents and other staff members. The Teacher reports to the Administrator Assigned to the Academy. The Teacher is an employee of New Paradigm For Education

Curriculum:

- Teachers reading, language arts, social studies, mathematics and science in a classroom, utilizing course of study adopted by the Board of Education, and other appropriate learning activities
- Instruct students in citizenship and basic subject matter
- Develops lesson plans and instructional materials and provides individualized and small group instruction in order to adapt the curriculum to the needs of each student
- Uses a variety of instruction strategies, such as inquiry, group discussion, lecture, discovery, etc.
- Translates lesson plans into learning experiences so as to best utilize the available time for instruction
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom
- Evaluate student's academic and social growth, keeps appropriate records and prepares progress reports
- Communicates with parents through conferences and other means to discuss student's progress and interpret the school program
- Identifies student needs and cooperates with other professional staff members in assessing and helping students solve health, attitude, and learning problems
- Creates an effective environment for learning through functional and attractive displays, bulletin boards, and interest centers
- Maintains professional competence through in-service education activities provided by professional growth activities
- Participates cooperatively with the appropriate administrator to develop the method by which the teacher will be evaluated in conformance with guidelines
- Selects and requisitions books and instructional aids; maintains required inventory records
- Supervises students in out-of classroom activities during the school day
- Participates in curriculum development programs as required
- Participates in faculty committees and the sponsorship of student activities

Curriculum continuation:

- Coordinator also refers any students who exhibit problems at the end of the quarterly assessment period for case discussion
- Coordinator possess a strong understanding of the reading process, particularly strategic reading, comprehension, the application of comprehension skills, early reading and phonics



- Coordinator demonstrates an understanding of the Success for All reading components and Junior Academy Reading Program as they relate to State Standard

Instruction:

- Promote, support and model integrated writing instruction across all curriculum areas
- Promote a process approach to writing
- Participate in writing workshop and the use of integrated mini-lessons for skill development
- Use writing lesson to focus skill development
- Prompts and rubric for both instruction and assessment of writing
- Help identify and arrange for the use of resources outside the school
- Analyze data and test results
- Model effective use of the computer in content area instruction
- Provide for 90-minute, uninterrupted blocks for reading instruction
- Quarterly student assessments
- Recommend students to tutoring
- Possess a strong background in and have practical experience with cooperative-learning

Communication:

- Participate in regular meetings with specific goals
- Communicate school reading and pedagogy issues with the Director Of Curriculum
- Communicate with Administrators information regarding instruction, and assessment on matters relating to materials, professional development, reading assessment, and anything else pertaining to the curriculum implementation
- Communicate with parents to explain growth with assessment. i.e., MEAP, SRI, Writing and Language Arts Assessments
- Administrate local, state, and PA Series, Pearson Benchmark Reading Assessments by creating, organizing, disturbing, and explaining the assessment and scoring process to reading teachers
- Communicate with AP's about the progress or concerns about students

Education:

- Candidate must be certified and Highly qualified to teach

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consultants, suppliers or affiliates, which may produce, use, view or otherwise acquire during or while engaged pursuant to this Agreement.



NEW PARADIGM FOR EDUCATION

School Social Worker

The role of School Social Worker is to provide psycho-social assessment and diagnosis of behavior disabilities with recommendations and or environmental manipulations at the school, home and or in the community with periodic re-evaluations; participants in case conferences involving cooperation with school personnel and community agencies; make referrals to public or private agencies with appropriate follow-up; serves as a liaison between school, family and community resources; serves as a source of information regarding community resources; maintains appropriate school records and provides written reports and communications. The School Social Worker is employed by New Paradigm For Education.

Duties and Responsibilities:

- School Social Worker will coordinate, support and implement various student centered programs such as conflict resolution mentoring. In addition, he/she will facilitate large and small social behavior groups.
- School Social Worker will counsel with students that have behavior issues and have been suspended at least 3-4 times for fighting and other violations to the student management plan.
- School Social Worker will meet with students and parents upon return from suspensions to provide conflict resolution strategies. He/she will communicate process and follow up with administrative staff.
- School Social Worker will act as a resource person for in-service training and planning.
- School Social Worker will create and submit a strategic plan to help parents and students transition from elementary to junior academy. In addition he/she will coordinate and facilitate the transition from middle school to high school.
- School Social Worker is a part of the solutions team. The School Social Worker will coordinate the PBS for the Solutions team.
- School Social Worker will create Behavior or Intervention plans for students as needed who have been referred to the school Social Worker.
- School Social Worker will maintain a positive working relationship with teachers and members of the administrative staff, parents and community.
- School Social Worker will establish and coordinate a student outreach service to assist students with social and economic needs.
- School Social Worker will establish a Service Learning Program to foster conducive relationship with the school and the community.
- School Social Worker will communicate with parents of students who have chronic absenteeism and tardiness that may require intervention by protective services.
- School Social Worker will serve as a source of information regarding community resources; maintain appropriate school records and provide written reports and communications.
- School Social Worker will participate, as requested, in planning, implementation and follow-up phase of proficiency testing.



NEW PARADIGM FOR EDUCATION

- School Social Worker will participate in the Individual Education Plan (IEP) process as required.
- School Social Worker will follow state guidelines on abuse.
- School Social Worker will perform ancillary duties as assigned by the Superintendent or his designee

Requirements:

- An understanding of the IEP process
- Leadership skills in working with individuals and groups (i.e. initiating individual or group discussion, listening, clarifying and facilitating interactions and sharing of ideas)
- Ability to prepare social and family histories and cooperate on the formulation of committee reports; social work case reporting and writing skills
- Ability to counsel students, parents, staff and lay persons individually and in groups
- Skills in conducting effective meeting and conferences(including the resolution of disagreements)
- Skill in social-environmental analysis and diagnosis on problem students
- A knowledge of community resources
- Skill in communicating concepts and information accurately orally or in writing, including formal statistical reports.
- Ability to aid in program development
- Must be prompt, timely and organized
- Must be available to work Monday – Friday 7:30 am 4:30 pm daily
- Attend all school functions and ancillary appointments in respect with job duties
- School Certified Social Worker, School Certified Counselor or Masters degree in Counseling or Social Work or related field such as Psychology.

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SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. A Comprehensive Performance Review (CPR) system will be established by Grand Valley State University Charter Schools Office and shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

Included in the Comprehensive Performance Review shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the University Charter Schools Office with copies of reports, assessments and test results concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 11-29-12


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the CHASSER - CONDOU Board of Directors at a properly noticed open meeting held on the 29 day of NOV, 2012, at which a quorum was present.


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

New Paradigm For Education Admission and Enrollment Policy

Admission to the Academy shall be open to all age-appropriate children for grade levels offered in accordance with the Academy's charter contract without charge for tuition and without discrimination on the basis of intellectual or athletic abilities, measures of achievement or aptitude, disability, status as a handicapped person, homeless status, English proficiency, religion, creed, race, sex, color, national origin or any other basis that would be illegal for an existing school district. Admission shall comply with all applicable federal and state laws. Admission shall be open to Michigan residents.

The Academy will remove barriers to the enrollment and retention in school of children and youth experiencing homelessness by developing and implementing practices and procedures consistent with the McKinney-Vento Homeless Education Assistance Act and applicable state law. The school will ensure that all identified homeless children and unaccompanied youth receive a free and appropriate education and are given meaningful opportunities to succeed in the school.

It is the policy of the Board that its educational service provider develop and implement practices and procedures that control the admission and enrollment of students, including public notice, lottery and random selection drawing to be used when the number of applicants exceed the number of available spaces for grades offered. Detailed application, lottery and admission practices and procedures shall be available to parents and the general public at the school office. The Board will annually approve offered seats and maximum class size of the Academy.

Potential students who submitted an application during the Open Enrollment Period will be added to a list in the order of which they applied. Demographics will include the student's name, birth date, and grade level to which the student is applying. In addition, information related to the student's place of resident as well as any siblings seeking admittance will also be sought.

A lottery will be implemented to select random students whom have already applied. In addition, the lottery process will be facilitated by an individual with no interest in the process. Grades that are under the desired enrollment will be considered before those which are not. Once the desired enrollment has been met for the under populated classes, over populated grades will be randomly selected. Upon establishing the grade order, randomly selected students will be assigned to a class if available. Upon the event that there are no available seats, the prospective student will be placed on a waiting list. Students who are accepted that have siblings also vying for admission, will not be granted preference for admission. The siblings will have to undergo the same process with sibling preference taken under consideration. Prospective students on the waiting list with siblings, who are also applying, will not have their siblings automatically accepted in the event the student is accepted for admittance.

A random selection of students will occur until all names have been exhausted. Once a grade is full, the remaining prospective students will be placed on the waiting list in order of applying. Students applying during the Open Enrollment Period will be added to the end of the waiting list for the appropriate grade in the order in which they were received.

Once a seat becomes available in a particular grade the seat will be filled by the first student on the waiting list for that particular grade. In the event that there is no waiting list for that particular grade, yet one for another grade, the school may (under the advisement of Board approved protocols) fill the available seat using the first student on the waiting list in a different grade.

Appeals

Any parent or guardian who disagrees with the random selection process can appeal by doing such in writing to the school's board of directors sent to the school's address. Once the parent's written appeal has been received, a representative of the board of directors will contact the parent to discuss the nature of the concern or objection. Final decisions will be made by the board of directors or its designee.

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

New Paradigm College Prep 2014---2015 Calendar

August 4	New Staff start date
August 11	Staff Returns
August 29---Sept 1	No School Labor Day Weekend
September 2	First Full Day for Students 1 st -2 nd Grade
September 3	Half of Pre K-Kindergarten students begin
September 4	Other Half of Pre K- Kindergarten students begin
September 5	All Pre K-Kindergarten students
September 8	Preschool First Full Day of School
September 13	Ice Cream Social
October 3	No School for Students / P.D. For Staff
October 31	Half Day of School for students
November 7	End of Quarter I
November 13	Parent---Teacher Conferences 4:30--6:30
November 14	No School for Students--- PTC--- 8:30 -- 12:30
November 14	Report Cards
November 26	No School For students PD -- Data Review
November 27---29	Thanksgiving Break -- School Closed
December 18	Parent/Teacher Conferences 4:30 -- 6:30
December 19	No School Students --- Professional Development
December 21	Winter Break
January 5, 2012	Return to school
January 19	School Closed -- Dr. M.L. King Observances
February 6	End of Quarter II
February 13	Report Cards
February 11	PD -- Data Review
February 16---20	Mid Winter Break
February 23	Return to school
March 19	Parent/Teacher Conferences 4:30 -- 6:30
March 20	No school students --- Professional Development
April 2	3 rd Quarter Ends
April 3---10	No school Spring Break
April 13	Return to school
April 22	No School Students--P.D. Data Review
May 22 --- May 26	No School Memorial Day
May 27	Return to school
June 17	Last Day of School for students
June 19	Last Day of School for staff

Half Day Dismissal Times 12:00

Calendar is subject to additional date changes

NPFE Schools' Daily Schedule

Grade	7:50-8:40 (50 mins)	8:45-10:25 (100 mins) 2 periods	10:30-11:25 (50 mins)	11:30-12:20 (50 mins)	12:25-1:15 (50 Mins)	1:15-2:05 (50 mins)	2:05-2:35 (30 mins)	2:35-3:25 (50 mins)	3:25-3:30 (5 mins)
K	Social Studies	Reading	Elective	Lunch/Recess	Writing	Science	Math	Math	Dismissal Clean-UP
1st	ART	Reading	Math	Lunch/Recess	Writing	Science	Math	Social Studies	Dismissal Clean-UP
2 nd	Social Studies	Reading	Math	Lunch/Recess	Writing	ART	Math	Science	Dismissal Clean-UP
3rd	Social Studies	Reading	Math	Lunch/Recess	Writing	Elective	Math	Science	Dismissal Clean-UP
(4th) Writing	Social Studies (4)	Reading	Writing (4)	Writing (5)	Lunch/Recess	Writing (6)	Math (4)	ART (4)	Dismissal Clean-UP
(5th) Math	Social Studies (5)	Reading	Math (5)	Math (6)	Lunch/Recess	Math (4)	Math (5)	Elective (5)	Dismissal Clean-UP
(6th) Science	Social Studies (6)	Reading	ART (6)	Science (4)	Lunch/Recess	Science (5)	Math (6)	Science (6)	Dismissal Clean-UP

NPFE Schools' Daily Schedule

**New Paradigm Academies School Calendar
August 2014 – July 2015**

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED



**NEW PARADIGM
FOR EDUCATION**

Statement of age and grade range

The Academy will be open to age appropriate students for grades K-12 who are residents of the State of Michigan, without regard to race, sex, religion, creed, color, or nationality, origin, handicap status, intellectual/athletic abilities or measures of achievement or aptitude.

SCHEDULE 7-8

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**

Ralph Bland
New Paradigm For Education
2001 LaBelle
Detroit, MI 48207

Timothy Wood, Ph.D.
201 Front Ave. SW
Set 310
Grand Rapids, MI 49504

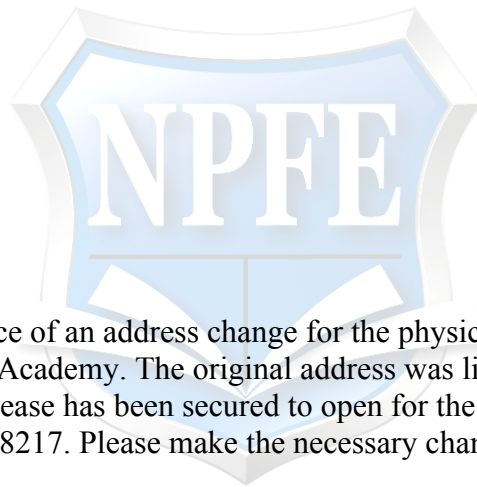
March 19, 2014

Dr. Wood,

I would like to notify your office of an address change for the physical location of New Paradigm College Preparatory Academy. The original address was listed as 4410 Porter St. Detroit, MI 48209, however a lease has been secured to open for the 2014-2015 school year at 2450 S. Beatrice, Detroit, MI 48217. Please make the necessary changes to reflect your records.

Cordially,

Ralph Bland, CEO
New Paradigm For Education



NEW PARADIGM
FOR EDUCATION



March 31, 2014

Ralph Bland
New Paradigm for Education
2001 LaBelle
Detroit, MI 48207

Dear Mr. Bland:

Thank you for your letter requesting an address change for New Paradigm College Prep. We support this change and will update our records to reflect the following:

New Paradigm College Prep
2450 S. Beatrice
Detroit, MI 48217

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Timothy H. Wood'.

Timothy H. Wood, Ph.D.
Special Assistant to the President for Charter Schools
Grand Valley State University

cc: Carine Hails, Board President

New Paradigm College Prep
2450 S. Beatrice
Detroit, MI 48217

Building Description

This school will house three classes of grades K - 2 and one Pre-K in the first years. The site is an existing school building with 9 classrooms at an average size of 700 square feet of space spread over two stories. The building has an elevator and is up to the City and State code for fire and life safety. The students will also have access to a second building annex where their lunch and general assemblies will take place. This annex also has an additional three classrooms also with ADA compliance. The building sits on a site that is a total of 2 acres and has green space behind the school for the students to get out and enjoy the beautiful weather. The building is being leased from the Archdiocese of Detroit for a period of five years. The goal is to add an additional 12 twelve classrooms when as the student population grows. This will be done using land behind the current elementary school building. NPFE has already priced the development plan to accommodate the expansion in the future.

LEASE AGREEMENT

March This Lease Agreement (hereinafter called the "Agreement"), entered into as this *13th* day of ~~February~~, 2014, by and between **ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT**, whose address is 1234 Washington Boulevard, Detroit, Michigan 48226 (herein called "Lessor") and **NEW PARADIGM COLLEGE PREP**, a Michigan non-profit corporation, whose address is 1903 Wilkins, Detroit, Michigan 48207 (herein called "Lessee"):

WITNESSETH:

1. **The Leased Premises.** Lessor leases to Lessee and Lessee accepts and agrees to lease from Lessor the real property situated in the City of Detroit, County of Wayne and State of Michigan commonly referred to as the former SS Andrew and Benedict school building commonly known as 2450 S. Beatrice ("School Building"), the annex building commonly known as 2400 S. Beatrice ("Annex Building"), and the adjacent parking lot and grounds, as more particularly depicted on the attached Exhibit A (herein called the "Leased Premises").

Anything in this Agreement to the contrary notwithstanding, this Agreement is expressly contingent upon Lessee obtaining a charter from Grand Valley State University ("Charter") on or before March 1, 2014 ("Contingency Date"). In the event Lessee does not obtain the Charter before the Contingency Date, Lessee may terminate this Agreement by providing written notice to Lessor on or before the Contingency Date ("Lessee Termination Notice"). In the event Lessee does not deliver the Lessee Termination Notice to Lessor prior to the Contingency Date, the contingency set forth herein shall conclusively deemed satisfied and/or waived, and Lessee's right to terminate the Agreement under this Section shall be null and void without any further action by either party.

2. **Occupancy.** The Lessee will have full and exclusive occupancy of the School Building. Lessor hereby reserves the right to use the Annex Building for religious education and other parish activities. The schedule for use of the Annex Building shall be determined by the pastor of SS Andrew and Benedict Parish and the principal of Lessee; provided, however, in the event of any conflict with respect to establishing such schedule such conflict shall be conclusively resolved by the pastor of SS Andrew and Benedict Parish; further, provided, however, in no event shall such resolution by the pastor unreasonably interfere with Lessee's use of the Annex Building during the school day.

The Lessee shall provide to the pastor of SS Andrew and Benedict Parish keys and all access codes, if applicable, for the Leased Premises.

3. **Term.** The term of this Agreement begins March 1, 2014, and ends June 30, 2019.

4. **Use.** The Leased Premises are to be used and occupied only as a public school academy as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended) and for no other purpose.

5. **Rent.** The Lessee agrees to pay the Lessor, without demand, offset or deduction, as

rental for the Leased Premises, on the first day of each and every month, in advance, (i) commencing March 1, 2014 through August 1, 2014, One Thousand Dollars (\$1,000) per month, and (ii) commencing September 1, 2014, 1/12th of ten percent (10%) of any and all amounts of money actually received by Lessee with respect to, or for the benefit for, any student on the Leased Premises, including, but not limited to, and to the extent permitted by law, (a) the per pupil enrollment/state student aid grant amount (based on the State Board of Education counts whenever they may be taken)("State Aid Amount"), (b) tuition, (c) funding received from the State of Michigan or the United States Government, and/or (d) grants.

Lessee shall provide Lessor with copies of the forms submitted to the State of Michigan regarding the student count within fifteen (15) days after such information is submitted to the State of Michigan. The principal will apprise the pastor in writing regarding actual student enrollment twice yearly; the fall count in September, and the winter count in February. Based on the results of these student counts, the monthly rental shall be increased or decreased retroactively to the beginning of the month of the current student count date. Any overpayment or underpayment shall be reconciled with the next month's rent payment. Any further adjustments made to enrollment count or state aid will adjust rent retroactively as provided in this Paragraph. Anything in this Agreement to the contrary notwithstanding, in no event shall the monthly rental payment be less than an amount based on (i) 150 students from September 1, 2014 through August 1, 2015, (ii) 200 students from September 1, 2015 through August 1, 2016, (iii) 250 students from September 1, 2016 through August 1, 2017, and (iv) 300 students from September 1, 2017 through termination of the Lease.

Anything in this Agreement to the contrary notwithstanding, in the event the State of Michigan in any way, whether by statute, administrative order or otherwise, changes the way in which it determines, calculates and/or distributes the State Aid Amount ("Rent Calculation Change"), the parties hereby agree that the rental amount paid by Lessee under this Agreement shall be renegotiated by the parties. In the event the parties are unable to agree upon a new rental amount, Lessor shall have the right, in its sole and absolute discretion; to either (i) set the rental rate as the amount paid by Lessee on the first day of the month prior to the Rent Calculation Change, or (ii) terminate this Agreement.

All checks shall be payable to "SS Andrew and Benedict Parish," and shall be mailed to:

2430 S. Beatrice
Detroit, Michigan 48217

If at any time payment of the monthly rental amount reserved under this Section is more than five (5) days past due, Lessee shall pay Lessor a late fee in the amount of ten percent (10%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment. In the event that any monthly rental payment is more than ten (10) days past due, in addition to the late fee, Lessee shall pay Lessor interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, rents shall not abate for any reason during the term hereof.

Anything in this Section to the contrary notwithstanding, during the first twelve months of the initial term of this Agreement, Lessee shall not be in default hereunder for failure to pay rent if monthly rent is paid on or before the 25th day of the month.

6. **Utilities.** Lessee shall pay all charges for all utilities used by Lessee or charged to the Leased Premises during the term of this Agreement, including, without limiting the generality of the foregoing, for gas, water, sewer, electricity and heating service ("Utility Charges"); provided, however, Lessor agrees to reimburse Lessee for twenty percent (20%) of the utility charge to the Annex Building. Lessor agrees to pay such twenty percent (20%) to Lessee within thirty (30) days after receipt of copies of the bills for such utilities.

7. **Compliance With Laws.** Lessee agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Leased Premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. Lessee also agrees to observe all reasonable regulations and requirements of underwriters concerning the use and condition of the Leased Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the Leased Premises. Lessee shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other tenants, if any, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the Leased Premises.

8. **Maintenance, Repairs, Snow Removal and Landscaping.** Except for the express obligations of Lessor set forth below ("Lessor's Obligations"), during the entire term of the Agreement, including any extension period, Lessee agrees, at its sole cost and expense, to maintain the entire Leased Premises and fixtures in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixture cannot be repaired), including, but not limited to, the interior and exterior, structural and nonstructural components, and boiler. Lessee shall keep the Leased Premises in a clean, sanitary and safe condition at all times, including custodial services, trash removal, a dumpster and disposal. In addition, Lessee shall be responsible for contracting for maintenance of the lawn and landscaping of the Leased Premises and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises. Lessee hereby acknowledges and agrees that except for Lessor's Obligations it is the intent of the parties that Lessor shall have no obligation whatsoever to repair or maintain or replace any portion of the Leased Premises unless the need for such repair, maintenance or replacement is directly caused by Lessor after the date of this Agreement.

Lessor, after receiving notice from the Lessee, agrees to keep in good order and repair the roof and four outer walls of the Leased Premises except for damage to the roof or outer walls caused by Lessee or anyone Lessee permits to use the Leased Premises, which shall be the obligation of the Lessee.

9. **Licenses.** If the nature of the Lessee's business requires licensure, Lessee shall keep in effect a valid license to operate the Leased Premises for that purpose and provide Lessor with a

current copy of the required license.

10. **Security.** Lessee agrees to provide any and all security for its use of the lease premises during the term of this Agreement. Lessee hereby acknowledges that Lessor is not responsible for providing any security during Lessee's use of the Leased Premises and hereby releases Lessor from any and all claims Lessee may have against Lessor arising from, or related to, security of the Leased Premises during the term of this Agreement. In addition, to the extent permitted by law, Lessee hereby agrees to indemnify, defend (using counsel of Lessor's choice) and hold Lessor harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises.

11. **Quiet Enjoyment.** The Lessor covenants that the Lessee, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid.

12. **Insurance.** The Lessee will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance issued by a company acceptable to Lessor for benefit of the Lessor. Said policy shall name the Lessee and the Lessor (The Archdiocese of Detroit, the Archbishop of Detroit, SS Andrew and Benedict Parish and the pastor of SS Andrew and Benedict Parish) as additional named insureds. Lessee shall deliver a Certificate of Insurance to the Lessor. Such policy shall (a) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Agreement; (b) be primary, not contributing with, and not in excess of coverage which Lessor may carry; (c) state that Lessor is entitled to recovery for the negligence of Lessee even though Lessor is named as an additional insured; (d) provide for severability of interest; (e) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (f) afford coverage after the term of this Agreement (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Agreement; and (g) contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Lessor.

The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon Lessee's failure to deliver a Certificate of Insurance, the Lessor may, at his option, immediately cancel this Agreement upon written notice to Lessee. The limits of said insurance shall not limit any liability of Lessee hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Lessor, the amount of liability insurance required hereunder is not adequate, Lessor shall promptly increase said insurance coverage as required by Lessor.

Lessee shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Lessor shall have no liability with respect to any loss to Lessee's personal property or improvements.

13. **Indemnity.** Lessee shall indemnify, defend (using counsel satisfactory to Lessor in its sole discretion) and hold harmless Lessor, the Archdiocese of Detroit, the Archbishop of Detroit, SS Andrew and Benedict Parish, the pastor of SS Andrew and Benedict Parish, and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises but excluding casualties which are the fault of Lessor, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, which are not the fault of Lessor, (iii) use or misuse of any portions of the Leased Premises by a Lessee or any of Lessee's respective agents, contractors, employees, visitors, and invitees, other than Lessor, or (iv) Lessee's failure to perform its obligations under this Agreement. The obligations of Lessee under this paragraph arising by reason of any occurrence taking place during the term of this Agreement shall survive any termination of this Agreement.

14. **Alterations.** The Lessee may make no alterations, additions, or improvements to the Leased Premises without the Lessor's prior written consent which consent shall not be unreasonably withheld. All such alterations, additions and improvements shall be at the expense of the Lessee and Lessee hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Lessor's option, become the property of the Lessor. Lessee shall promptly remove all such alterations, additions and improvements required by Lessor to be removed and Lessee shall restore the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Lessee upon the Leased Premises shall be the property of the Lessee, and the Lessee shall remove the same at the end of the term of this Agreement.

If Lessor consents to Lessee's performance of any alteration or addition to the Leased Premises ("Work"), Lessee shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Lessor. In addition, prior to commencement of any Work, Lessee must submit to Lessor for approval, which approval Lessor may withhold in its sole and absolute direction:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer,
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Lessor may require in its sole and absolute discretion.

Lessor's approval of the Plans and Drawings for Lessee's alterations shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or

compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Lessee in connection with any alterations or improvements by Lessee, and nothing in this Lease shall be construed to constitute a consent by Lessor to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Lessee for labor or material furnished to Lessee, Lessee shall cause the lien to be discharged of record within fifteen days after filing. If Lessee fails to cause the lien to be discharged within such time, Lessor may, without the obligation to do so, payoff the lien and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Lessee shall indemnify Lessor from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

15. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Lessee or Lessor shall have the right to terminate this Agreement as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Lessee of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Lessee's use of the balance of the Leased Premises. In the event of any taking, Lessor shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Lessee shall have no claim against Lessor for the value of any unexpired term of this Agreement or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Agreement, the rental thereafter to be paid shall be reduced on a per square foot basis.

16. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Leased Premises or any property of which they are a part, at any time, shall be paid by the Lessee where such taxes have resulted because of rental of the Leased Premises by Lessee or any party Lessee permits to use the Leased Premises.

Payment of all such taxes, assessments, impositions and charges shall be made on or before the last day when payment may be made without interest or penalty. Lessee may, when permitted by appropriate governmental authority, pay any tax, assessment or charge over a period of time.

Lessee agrees to exhibit to Lessor on demand any time following such date for payment of taxes, assessments, impositions or charges, receipts evidencing payments of all such taxes, assessments or charges so payable.

17. **Additional Rent.** All taxes, insurance, utility charges, costs and expenses that the Lessee assumes or agrees to pay under this Agreement, together with all interest and late charges that may accrue thereon in the event of failure of Lessee to pay these items, and all other damages that Lessor may incur by reason of any default of the Lessee to comply with the terms and conditions of this Agreement shall be deemed additional rent, and in the event of non-payment, Lessor shall have all the rights as herein provided for failure to pay rent.

18. **Assignment and Subletting.** Lessee covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Agreement or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Lessor. The consent by Lessor to an assignment or subletting shall not in any way be construed to release Lessee from obtaining the express consent of the Lessor to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Lessor from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Lessee from the further performance by Lessee of the covenants in this Agreement on Lessee's part to be performed. In the event Lessor consents to any subletting, Lessor shall have the right, upon the occurrence of a default by Lessee under this Agreement, to demand the sublessee to pay the rent due under the sublease directly to the Lessor to be applied to sums due Lessee under this Agreement.

If Lessee is a corporation or a partnership, the sale or transfer of fifty percent (50%) or more of such corporation's voting shares or of such partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Agreement. If Lessee is a nonprofit corporation, then the occurrence of any of the following events also shall be deemed to be an assignment of this Agreement: (i) during any twelve (12) month period, the change of thirty-five percent (35%) or more of the members of the Board of Directors; or (ii) a change in the name of Lessee or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Lessor, is substantial; or (iii) in the event that the Lessee is currently affiliated with the Roman Catholic Church or any group or organization identified with, approved by or affiliated with the Roman Catholic Church, any event which causes Lessee to lose such affiliation.

19. **Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Agreement by Lessee:

- a. if Lessee shall fail to pay rent or any other sum when and as the same becomes due and payable;
- b. if Lessee shall fail to perform or observe any other term hereof to be performed or observed by Lessee under this Agreement;
- c. if Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;
- d. if this Agreement or any estate of Lessee hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days; and

- e. if Lessee vacates, abandons or deserts the Leased Premises or Lessee fails to occupy the Leased Premises for more than thirty (30) consecutive days.
- f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Lessee's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.

20. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Lessor, Lessor may, at his option, after providing to Lessee any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Agreement and, upon such termination, this Agreement shall come to an end and expire upon Lessor's termination, but Lessee shall remain liable for damages as provided in Section 21 hereof; or
- b. Either with or without terminating this Agreement, Lessor may immediately or at any time after the Event of Default or after the date upon which this Agreement shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Lessee's property and effects from the Leased Premises; or
- c. Either with or without terminating this Agreement, Lessor may relet the whole or any part of the Leased Premises from time to time, either in the name of Lessor or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Agreement, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Lessor, in its sole discretion, may determine. In the event of any such reletting, Lessor shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Lessee of any liability under this Agreement or otherwise to affect any such liability; and Lessor may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Lessor, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Lessee of any liability under this Agreement or otherwise affecting such liability;
- d. Perform for the account of Lessee any default of Lessee under this Agreement and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Lessee under this Lease.

- e. Lessor shall have the right to recover the rental and all other amounts payable by Lessee hereunder as they become due and all other damages incurred by Lessor as a result of an Event of Default including, without limitation, attorney's fees and costs.
- f. Accelerate all rental due for the balance of the term of this Agreement and declare the same to be immediately due and payable.

21. **Recovery of Damages upon Termination.** Upon termination of this Agreement by Lessor pursuant to Section 20(a) hereof, Lessor shall be entitled to recover from Lessee the aggregate of:

- a. the worth at the time of award of the unpaid rental which had been earned at the time of termination;
- b. the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
- c. the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Agreement after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and
- d. any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Agreement or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The "worth at the time of award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Lessee hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Agreement, any transaction, any incident, any occurrence or any other agreement between Lessor and Lessee against any of its present or future payments due Lessor under this Agreement.

22. **Lessor's Cure.** All covenants, terms and conditions to be performed by Lessee under any of the terms of this Agreement shall be at its sole cost and expense and without any abatement of rental unless otherwise provided herein. If Lessee shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as in this Agreement provided. Lessee shall reimburse all sums so paid by Lessor and all necessary incidental costs related thereto ("Reimbursable

Expenses”) within fifteen (15) days of receipt of written notice from Lessor of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of rent.

23. **Lessee’s Payment Obligations.** In the event Lessee fails to pay any sum of money, other than the payment of rent, required to be paid by Lessee under the terms of this Agreement, including, but not limited to any Reimbursable Expenses, Lien Expense and Utility Charges (“Delinquent Payment”), within five (5) days of when due (“Delinquency Date”), Lessee shall pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Lessee shall pay to Lessor interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee’s default with respect to the Delinquent Payment, nor prevent Lessor from exercising any of his rights and remedies set forth in this Agreement.

24. **Lessor’s Rights and Non-liability.** Lessor shall have the right from time to time, without notice to Lessee, to inspect the Leased Premises to confirm Lessee’s compliance with this Agreement. Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons other than Lessor occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Lessee or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Lessor, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents.

If Lessor shall fail to perform any covenant, term or condition of this Agreement upon Lessor’s part to be performed, and, if as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only against the right, title and interest of Lessor in the Leased Premises and out of rents or other income from the Leased Premises by Lessor, or out of the consideration received by Lessor from the sale or other disposition of all or any part of Lessor’s right, title and interest in the Leased Premises, and Lessor shall not be liable for any deficiency.

25. **Controlling Law; No Other Agreement or Representatives; Time of Essence.** This Agreement shall be governed by the laws of the State of Michigan. This Agreement represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property leased hereunder. Time is of the essence in this Agreement.

26. **Non-Waiver; Modifications.** No waiver of any provision of this Agreement, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Agreement shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

27. **Notices.** Whenever under this Agreement provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Lessor or Lessee, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Lessor at:

Pastor, SS Andrew and Benedict Parish
2430 S. Beatrice
Detroit, Michigan 48127

and

Director of Properties
Archdiocese of Detroit
1234 Washington Boulevard
Detroit, Michigan 48226

To the Lessee at:

New Paradigm College Prep
1903 Wilkins
Detroit, Michigan 48207

28. **Surrender.** The Lessee shall return said Leased Premises peaceably and promptly to the Lessor at the end of the term of this Agreement, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Agreement, whether by expiration of the term, abandonment or surrender by Lessee, process of law or otherwise, any personal property belonging to Lessee and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Lessor at Lessee's expense.

29. **Damage to Leased Premises.** If the Leased Premises become wholly untenable through damage or destruction, this Agreement shall automatically be terminated without any further action by the parties; if partially untenable, Lessor shall have the option of terminating this Agreement at any time within thirty (30) days after such casualty. If Lessor does not terminate this Agreement, the Lessor shall repair the Leased Premises with all convenient speed. The obligation of

the Lessee to pay the monthly rental shall be abated during the time the Leased Premises are untenable and shall be partially abated during the time the Leased Premises are partially untenable.

30. **Right to Terminate.** This Agreement may be terminated at any time by Lessor upon one hundred twenty (120) days written notice to Lessee in the event Lessor makes the determination to suppress, merge or close SS Andrew and Benedict Parish ("Termination Notice"), which termination shall be effective as of the end of the current school year as of the date the notice is provided it being understood by the parties that a school year runs from July 1 to the following June 30. This Agreement shall also immediately terminate on the effective date of any revocation of Lessee's Charter unless such termination is attributable to the intentional acts or negligence of Lessee.

31. **Successors and Assigns.** This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

32. **"AS IS"; No Representations.** Lessee accepts the Leased Premises in its condition on the date of this Agreement, "AS IS" and without any representations or warranties of any kind, express or implied, by Lessor. Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements on the Leased Premises. This Agreement is not made in reliance upon any representation whatsoever.

33. **Intentionally Omitted.**

34. **Hold Over.** It is hereby agreed that in the event the Lessee herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous lease will remain the same, except that the rent amount shall be increased to 150% of the previous rent amount.

35. **Security Deposit.** The Lessor herewith acknowledges the receipt of Ten Thousand (\$10,000), which he is to retain as security for the faithful performance of all of the covenants, conditions, and agreements of this Agreement, but in no event shall the Lessor be obliged to apply the same upon rents or other charges in arrears or upon damages for the Lessee's failure to perform said covenants, conditions, and agreements; the Lessor may so apply the security at his option; and the Lessor's right to the possessions of the Leased Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Lessor holds this security. The said sum, if not applied toward payment of rent in arrears or toward the payment of damages suffered by the Lessor by reason of the Lessee's breach of the covenants, conditions, and agreements of this Agreement, is to be returned to the Lessee when this Agreement is terminated, according to the terms, but in no event is the said security to be returned until the Lessee has vacated the Leased Premises and delivered possession to the Lessor. In the event that the Lessor repossesses himself of the Leased Premises because of the Lessee's default or because of the Lessee's failure to carry out the covenant, conditions, and agreements of this Agreement, the Lessor may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply

upon such damages as may be suffered or shall accrue thereafter by reason of the Lessee's default or breach. The Lessor shall not be obliged to keep the said security as a separate fund, but may mix the said security with its own funds nor shall Lessor be required to obtain or account for any interest on said funds.

36. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction except for Johnson Realty Group ("Broker"). The commission to Broker shall be paid by Lessor pursuant to a separate agreement. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction other than Broker.

37. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.

38. **Hazardous Materials.** Lessee will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

In the event Lessee uses or stores any Hazardous Materials on the Leased Premises, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Lessee shall not cause the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Lessee cause, as a result of any intentional or unintentional act or omission on the part of Lessee, the release of Hazardous Materials onto the Leased Premises.

With respect to the release of Hazardous Materials upon the Leased Premises caused by or resulting from the activities of Lessee, its employees or agents on the Leased Premises, Lessee shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Lessor, its employees and agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

39. **Asbestos.** Lessee, at Lessee's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.) (collectively, the "Asbestos Laws") with respect to the Leased Premises, including, but not limited to, performing all of Lessor's obligations. All obligations of Lessee under this Section must be performed by accredited contractors approved by Lessor, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Lessor is a third party beneficiary of such contract. Lessee hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Lessee's failure to comply with this Section and/or the Asbestos Laws.

40. **Transfer of Leased Premises by Lessor.** Lessor reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises without Lessee's consent but subject to this Agreement. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee covenants and agrees to recognize such transferee as the Lessor under this Agreement.

41. **Subordination.** This Agreement and the rights of the Lessee hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Lessee covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments in the name of Lessee. In addition, Lessee agrees that, upon the request of Lessor or any mortgagee of Lessor, Lessee shall execute a estoppel certificate in form satisfactory to Lessor or any mortgagee of Lessee.

42. **Recording.** Neither party shall record this Agreement or a copy thereof without the written consent of the other; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this Agreement for the purposes of recordation. Said memorandum of this Agreement shall describe the parties, the Leased Premises, the term of this Agreement and any special provisions, except rentals payable hereunder, and shall incorporate this Agreement by reference.

43. **Signs.** No sign may be erected on the Leased Premises without the prior written consent of the pastor of SS Andrew and Benedict Parish. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable City of Detroit ordinances and must be approved by the pastor of SS Andrew and Benedict Parish which consent shall not be unreasonably withheld in full knowledge on the part of Lessor that Lessee does intend to put school and enrollment signage at or near access points of the Leased Premises. Lessee hereby acknowledges and agrees to maintain, at Lessee's sole cost and expense, any sign erected by Lessee pursuant to this Section in good repair and working order at all times. In addition, Lessee hereby agrees to indemnify, defend and hold Lessor harmless (using counsel of Lessor's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Lessee on the Leased Premises or the maintenance thereof.

At the expiration or termination of this Agreement, the Lessee shall promptly remove the sign and shall restore the Leased Premises and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Agreement, then the sign shall, at Lessor's option, be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to Lessee and without any obligation to account for such sign. All costs and expenses incurred by Lessor in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Lessee and shall be immediately due from and payable by Lessee.

44. **Attorneys' Fees.** If Lessor uses the services of an attorney in connection with (i) any breach or default in the performance of any of the provisions of this Agreement, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Agreement or evict Lessee, or (ii) any action brought by Lessee against Lessor in which Lessee does not prevail, or (iii) any action brought against Lessee in which Lessor is made a party and for which Lessee is obligated to defend Lessor as provided herein, Lessee shall reimburse Lessor upon demand for any and all reasonable attorneys' fees and expenses so incurred by Lessor.

45. **Rules and Regulations.** Lessee shall faithfully observe and comply with the rules and regulations as issued by Lessor from time to time, if any, and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Lessor, provided same do not prevent Lessee's permitted use of the premises or operation of the School. Lessor shall not be responsible to Lessee for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

46. **Jury Waiver.** LESSOR AND LESSEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

47. **Severability; Authority.** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in effect. Each of the parties executing this Agreement does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of such entity are authorized to do so.

48. **Right of First Offer.** Provided Lessee is in possession of the Leased Premises and not in default of this Agreement, if at any time during the term of this Agreement Lessee receives a Termination Notice from Lessor, within fifteen (15) days after Lessee's receipt of the Termination Notice, Lessee shall have the right to submit a purchase price offer to Lessor to purchase the Parish Campus, as defined below ("Lessee's Offer"). In the event Lessee fails to provide Lessor with Lessee's Offer within such fifteen (15) day period, Lessee's rights under this paragraph shall automatically be deemed waived and shall be null and void without any further action by the parties. Upon Lessor's receipt of Lessee's Offer, Lessor shall have thirty (30) days to either accept or reject Lessee's Offer, in Lessor's sole and absolute discretion. If Lessor rejects Lessee's Offer or Lessee fails to submit Lessee's Offer within such fifteen (15) day period, Lessor shall have the right to sell the Parish Campus ("Property") to any third party upon any terms and conditions as Lessor may accept, in its sole and absolute discretion. In the event Lessor fails to respond to Lessee's Offer, Lessor shall be deemed to have rejected Lessee's Offer. If Lessor accepts Lessee's Offer, Lessee shall, within ninety (90) days after receipt of Lessor acceptance of Lessee's Offer, deposit in escrow with a title company acceptable to Lessor, in its sole and absolute discretion ("Title Company"), the purchase price set forth in Lessee's Offer to be paid to Lessor at closing ("Purchase Price"), and shall also give Lessor written notice of the same, and the sale of the Property by Lessor to Lessee shall be on the terms and conditions set forth on the attached Exhibit B. Lessee hereby acknowledges that the Leased Premises are not a single tax parcel and is part of a tax parcel entirely owned by Lessor, including, but not limited to, the SS Andrew and Benedict Parish Campus ("Parish Campus").

In witness whereof, the parties hereto have executed this Agreement the day and year first written above.

IN THE PRESENCE OF:

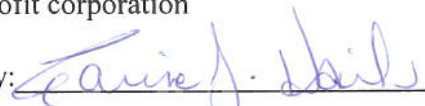
LESSOR:



Allen H. Vigneron, Roman Catholic Archbishop
of the Archdiocese of Detroit

LESSEE:

New Paradigm College Prep, a Michigan non-profit corporation

By: 

Its: President

EXHIBIT B

The terms and conditions of the sale of the Property shall be as follows, capitalized terms not defined in this Exhibit B shall have the meaning ascribed to them in the Agreement:

(1) Purchase and Sale. Subject to the terms and conditions of this Exhibit B, Lessor ("Seller") shall sell to Lessee ("Purchaser") the Property. The purchase and sale of the Property shall be consummated by delivery of an executed recordable covenant deed subject to (a) all existing building and use restrictions and easements, (b) exceptions to title set forth in the Title Commitment (as defined below), (c) standard preprinted exceptions set forth in the binder to the Title Commitment, (d) matters which an accurate survey or inspection of the Property would disclose; (e) zoning ordinances; (f) rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes; (g) taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of Closing (as defined below); (h) liens, taxes, assessments, charges, encumbrances or any other matter as may have accrued or attached through acts or omissions of parties other than Seller after the date of this Agreement; (i) the Condition Subsequent (as defined below); and (j) the Restrictive Covenant (as defined below).

(2) Right of Re-Entry. Purchaser hereby acknowledges and agrees that the covenant deed shall be accepted by Purchaser upon the express condition (the "Condition Subsequent") that the Property shall at all times be used solely for religious, educational or charitable purposes (the "Permitted Uses"). If the Property ceases to be used for a Permitted Use, then Seller or his successor in office shall have the right to re-enter the Property and terminate the estate granted. Upon such termination, fee simple title to the Property, together with all tenements, hereditaments and appurtenances, shall vest in the Seller or his successor in office. Purchaser hereby acknowledges and agrees that the interest to be conveyed pursuant to the warranty deed shall be an estate in fee simple subject to a condition subsequent.

(3) Restrictive Covenant. Purchaser hereby acknowledges and agrees that the conveyance of the Property by Seller to Purchaser shall be subject to the following express covenants (individually and collectively referred to herein as, the "Restrictive Covenant"), which shall run with the land:

(a) Purchaser, its successors and/or assigns, hereby covenant and agree that any church or religious organization on the Property shall not be called and/or referred to as SS Andrew and Benedict. Purchaser, its successors and/or assigns, further covenant and agree that Purchaser shall not operate, advertise, publicize, represent or in any way reference an affiliation to any Roman Catholic church, the Archdiocese of Detroit or any Archdiocese of Detroit church or school, regardless of whether such Archdiocese of Detroit church or school currently is in existence or has been closed; and

(b) Purchaser, its successors and/or assigns, hereby further covenant and agree they shall not use the Property (i) for certain medical uses such as assisted suicide or any similar type of activity; abortions or any similar type of activity; artificial fertilization/insemination or any similar type of activity; and genetic cloning or any similar type of activity; or (ii) as an adult

cabaret, adult personal service establishment, adult physical cultural establishment, adult theater, or adult supply store all as defined in Detroit City Ordinance as in effect as of the date of this Agreement, or (iii) any other use that is contrary to the teachings of the Roman Catholic Church.

It is expressly understood and agreed that the Restrictive Covenant contained herein shall attach to and run with the land and bind the Purchaser and its successors and assigns in perpetuity. It shall be lawful for Seller, its successors and/or assigns, to institute and prosecute any proceedings at law or in equity against any person violating or threatening to violate the Restrictive Covenant. Any conveyance of the Property shall include the Restrictive Covenant and be subject to the terms, condition, covenants, restrictions and agreements set forth herein. In the event Seller, its successors and/or assigns institutes legal proceedings against the Purchaser, or its successors and/or assigns, for breach of or to enforce any of the Restrictive Covenants, or any of its rights under this Paragraph 4, the party against whom a judgment is entered shall pay all costs and expenses relative thereto, including reasonable attorneys' fees, of the prevailing party.

(4) Title. Seller shall procure, at its sole cost and expense, and deliver to Purchaser within fourteen (14) days after the Purchaser's receipt of Seller's acceptance of Lessee's Offer ("Effective Date"), a commitment (the "Title Commitment") for an Owner's title insurance policy from Title Company with standard exceptions. If the Title Commitment discloses any defects which render title unmarketable, Purchaser shall notify Seller thereof (the "Defect Notice") within ten (10) days after Purchaser's receipt of the Title Commitment, otherwise, Purchaser shall be deemed satisfied with the Title Commitment and the condition of title without any further action by the parties. Seller shall have thirty (30) days from receipt of any Defect Notice to cure the defect or obtain the Title Company's agreement to affirmatively insure over such defect, although Seller shall have no obligation to cure or obtain insurance over such defects. If Seller does not cure or obtain insurance over any defect within said thirty (30) day period or if Seller notifies Purchaser that it will not attempt to cure or obtain such insurance, Purchaser shall have the option upon notice to Seller not later than ten (10) days after the expiration of said thirty (30) day period or such notice from Seller, whichever occurs first, either to (a) terminate this Agreement, whereupon this Agreement shall terminate, Seller shall return the Deposit to Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other, or (b) accept title as it then is without any reduction in the Purchase Price. If Purchaser does not notify Seller of its election within said ten (10) day period, Purchaser shall be deemed to have elected option (b).

(5) Inspection Period. Purchaser shall have the right within thirty (30) days after the Effective Date (such period being referred to herein as the "Inspection Period"), at Purchaser's sole cost and expense, to conduct such tests, studies and examinations of that portion of the Parish Campus which does not include the leased premises ("Remainder Parcel") as Purchaser deems advisable, to investigate applicable laws, ordinances and codes, and to do all other things as Purchaser deems necessary, in its sole discretion, to satisfy itself that the Remainder Parcel is suitable for Purchaser's intended use; provided, however, that Purchaser shall not conduct any soil borings or other invasive testing of the Remainder Parcel without the prior written consent of Seller (collectively, the "Inspections"). Seller agrees that Purchaser, its officers, employees, agents, invitees and contractors ("Purchaser's Representatives") shall have reasonable access to the Remainder

Parcel to conduct the Inspections, all at Purchaser's sole cost, risk and expense. Purchaser shall indemnify, defend and hold Seller harmless from any claim, loss, cost, expense, liability, damage or injury, including reasonable attorneys' fees, arising out of or related to any Inspections. In the event any such Inspections disturb any portion of the Remainder Parcel the Purchaser shall, at its sole cost and expense, promptly restore the Remainder Parcel to its prior condition. These obligations shall survive the Closing or the termination of the Agreement. If Purchaser is not satisfied with the results of its Inspections, Purchaser shall have the right to terminate the Agreement upon notice to Seller thereof within the Inspection Period, whereupon the Agreement shall terminate, the Purchase Price shall be returned to the Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of the Agreement, neither party shall have any further obligation to the other, otherwise Purchaser shall be deemed satisfied with the results of its Inspections and the condition of the Property without any further action by the parties.

(6) Termination. If Purchaser terminates the Agreement for any reason, then Purchaser shall furnish to Seller copies of all inspection reports, environmental audits and reports, and other documents or reports obtained by Purchaser in connection with its Inspections and/or any other matter relating to the Property.

(7) Closing. Subject to the conditions of this Exhibit B, the closing of the purchase and sale (the "Closing") shall take place fourteen (14) days after the expiration of the Inspection Period at 1:00 p.m. at the offices of Seller's counsel or at such other date, time and place as the parties may agree in writing. All closing documents (except the Covenant Deed which shall be prepared by Seller's Counsel) shall be prepared by the Title Company, and shall be consistent with this Agreement and otherwise mutually satisfactory to Purchaser and Seller. At Closing, Purchaser shall furnish Seller with copies of appropriate documents demonstrating that Purchaser is duly authorized, validly existing and in good standing in the State of Michigan and has the requisite authority to consummate the transactions contemplated hereby, together with such other documents as the Title Company may require. Seller shall deliver to Purchaser exclusive possession of the Property at Closing.

(8) Prorations, Adjustments, Expenses. Purchaser shall pay all real property taxes and assessments which are due and payable with respect to the Property as of the date of Closing. Current real property taxes and assessments shall be not prorated be prorated at Closing. Seller shall also be responsible for state and county transfer taxes, the title premium for the Owner's Policy, one-half of the cost of the Title Company to prepare the closing documents, and its own attorneys' fees. Purchaser shall be responsible for all other fees, taxes, costs and expenses arising from the purchase and sale under this Exhibit B, including without limitation, recording fees, fees for any endorsements to the title policy, fees, costs and expenses for Purchaser's Inspections, including survey costs, appraisal fees and environmental audit fees, fees of any lender of Purchaser, all fees in connection with Purchaser obtaining a mortgage, if any, one-half of the costs of the Title Company to prepare the closing documents and Purchaser's attorneys' fees.

(9) Default. If Purchaser defaults under this Exhibit B or under the Agreement, then in addition to any other remedies available under the Agreement, at law or in equity, Seller may elect in its sole discretion to (a) terminate the Agreement and be entitled to any and all remedies as set forth in the Agreement, (b) terminate the Right of First Offer, or (c) seek judgment against Purchaser for

specific performance of the Agreement and this Exhibit B. If Seller defaults hereunder and such default is not cured within thirty (30) days after receipt of notice from Purchaser of such default, then Purchaser may, as its sole legal and equitable remedy, terminate this Agreement, whereupon the Purchase Price shall be promptly returned to Purchaser and neither party shall have any obligation to the other except Purchaser's obligations which would otherwise survive Closing.

(11) **"AS IS" ACQUISITION.** SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, AS THE CASE MAY BE, REPRESENTATIONS OR WARRANTIES AS TO TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS OR REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER IS RELYING SOLELY ON ITS OWN EXPERTISE AND ITS FAMILIARITY WITH THE PROPERTY ON THE EXPERTISE OF PURCHASER'S INSPECTORS AND CONSULTANTS, AND THE PURCHASER'S AND SUCH INSPECTOR'S AND CONSULTANT'S INSPECTIONS OF THE PROPERTY. UPON CLOSING, PURCHASER AGREES TO ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY THE INSPECTIONS. UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS," AND "WHERE IS," WITH ALL FAULTS, AND WITH NO ADJUSTMENTS FOR PHYSICAL, FUNCTIONAL, ECONOMIC CONDITIONS, AND THERE ARE NO ORAL AGREEMENTS, REPRESENTATIONS OR WARRANTIES RELATED OR COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER. PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT UPON EXPIRATION OF THE INSPECTION PERIOD, PURCHASER WILL HAVE HAD AMPLE OPPORTUNITY TO MAKE A PROPER INSPECTION, EXAMINATION AND INVESTIGATION OF THE PROPERTY TO FAMILIARIZE ITSELF WITH ITS CONDITION AND THAT PURCHASER WILL DO SO TO ITS SATISFACTION. UPON CLOSING, PURCHASER SHALL HAVE NO CLAIM, IN LAW OR IN EQUITY, AND HEREBY RELEASES AND FOREVER DISCHARGES SELLER (AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AGENTS, BROKERS, EMPLOYEES, REPRESENTATIVES, AFFILIATED OR RELATED ENTITIES, SUCCESSOR AND ASSIGNS) FROM ANY CLAIMS, ACTIONS, LIABILITIES OR OBLIGATIONS, BASED UPON THE CONDITION OF THE PROPERTY OR THE FAILURE OF THE PROPERTY TO MEET ANY STANDARDS, INCLUDING WITHOUT LIMIT, THE PRESENCE OF ANY HAZARDOUS MATERIALS ON, AT, UNDER OR EMANATING FROM THE PROPERTY, OR ANY HAZARDOUS USE ON OR ABOUT THE PROPERTY, OR ANY VIOLATION OF ANY ENVIRONMENTAL LAWS. FURTHER, ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, INTERFERENCE WITH BUSINESS OPERATIONS, LOSS OF TENANTS, LENDERS,

INVESTORS, BUYERS, DIMINUTION IN VALUE OF THE PROPERTY, OR INABILITY TO USE THE PROPERTY, DUE TO THE CONDITION OF THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND THE CONVEYANCE OF THE PROPERTY.

(11) Casualty. After the Effective Date, in the event of any casualty to the Property, the provisions of Section 29 of the Agreement shall not be applicable and Purchaser shall take the Property subject to the effect and consequences of that casualty, and Seller shall, in its sole and absolute discretion, either (i) pay over any insurance proceeds actually collected or received by Seller accruing to Seller's benefit with respect to that casualty, or (ii) reduce the Purchase Price by the reasonable cost to repair the damage to the improvements on the Property caused by the casualty as determined by Seller (in which event Seller shall retain the right to collect any insurance proceeds); provided, however, if the improvements on the Property shall be so damaged or destroyed by fire or other casualty as to require an estimated expenditure (as determined by Seller) of more than \$100,000 to repair or restore such improvements to the same condition as existed immediately prior to the casualty, Seller may terminate the Agreement upon written notice to Purchaser within thirty (30) days after such casualty.

(12) Broker. Seller and Purchaser each represent and warrant to the other that they have not used the services of any broker in connection with this Right of First Offer. Seller shall indemnify and forever save and hold Purchaser harmless from and against claims for brokerage or commissions in connection with this transaction by any person or party claiming by, through or under Seller. Purchaser shall indemnify and forever save and hold Seller harmless from and against claims for brokerage or commission in connection with this transaction by any person or party claiming by, through or under Purchaser.

(13) Foreign Seller Affidavit. Seller represents and warrants to Purchaser that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of such Section. Seller shall deliver to Purchaser at Closing the exemption certificate described in Section 1445.

(14) General Provisions.

(a) Whenever this Exhibit B requires that something be done within a period of days, such period shall (i) not include the day from which such period commences, (ii) include the day upon which such period expires, (iii) expire at 5:00 p.m. eastern standard time on the date by which such thing is to be done, and (iv) be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the State of Michigan, such period shall extend to the first business day thereafter.

(b) Time is of the essence with respect to the performance of the parties' obligations hereunder.

(c) Purchaser shall not assign its rights under Section 48 of the Agreement or this Exhibit B without Seller's prior written consent.

EXHIBIT A

ST. ANDREW & BENEDICT - DETROIT

SCHOOL

ANNEX

PARKING LOT

Annabelle St

S Beatrice St

Downing St

153 ft

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